



... the best of the best of the Northwest.

WALLA WALLA CITY COUNCIL

Regular Meeting Agenda

February 9, 2022 - 6:30 p.m.

Limited seating will be available for public attendance. Attendees must wear face masks or face shields to attend. Live video and audio stream of the meeting is available on the City's website at <https://www.wallawallawa.gov/government/city-council>. Members of the public also may attend and participate in this regular meeting by using this [Zoom meeting link](#) or by calling 253-215-8782 and entering meeting ID 814 1940 1760#.

Mission: Dedicated to enhancing the quality of life in Walla Walla.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

A. Pgs. 4-5 National Engineers Week Proclamation

4. PUBLIC COMMENTS

The public may comment on matters of City business at regular meetings starting at 6:30 p.m. To provide comments, please use the Zoom meeting link, raise your virtual hand, wait to be recognized, and then unmute. If you are calling in, dial *9 to raise your virtual hand, wait to be recognized, and dial *6 to unmute the connection. Public comments may also be provided by emailing the City Clerk at khill@wallawallawa.gov.

5. CONSENT AGENDA

A. Pgs. 6-7 Accepts resignation of Jordan Michaels from the Infrastructure Improvement Committee (moved from City).

- B. Pgs. 8-12 Resolution 2022-11: Authorizes a contract with the Blue Mountain Community Foundation for administration of grants to non-profit agencies using \$150,000 of American Rescue Plan Act funding.
- C. Pgs. 13-21 Resolution 2022-12: Authorizes the renewal of a contract with the Downtown Foundation for lease of the City Hall parking lot for operation of the Farmers Market.
- D. Pgs. 22-32 Resolution 2022-13: Authorizes the purchase of 30 portable radios to replace end of life radios at the Fire Department through the National Association of State Procurement Officials Contract 00318 for \$58,511.72.
- E. Pgs. 33-39 Resolution 2022-14: Awards the bid for ductile pipe to HD Fowler in the amount of \$50,032.14.
- F. Pgs. 40-46 Resolution 2022-15: Awards the bid for gravel and spoils hauling/disposal to Koncrete Industries in the amount of \$107,623.70.
- G. Pgs. 47-57 Resolution 2022-16: Awards the bid to HD Fowler for the purchase of various brass water fittings and parts in an amount not-to-exceed \$141,020.43.
- H. Pgs. 58-71 Resolution 2022-19: Authorizes the renewal of a lease agreement with Valley Transit for the former Crawford Park as a transit plaza.
- I. Pgs. 72-73 Motion to authorize utility bill round up funds to be designated for the Pioneer Park playground project.
- J. Pgs. 74-84 Approves minutes of January 24 Work Session and January 26 regular meeting.

6. ACTIVE AGENDA

- A. Pgs. 85-92 Resolution 2022-17: Awards the bid for the Poplar (5th - Colville) Transportation Benefit District project to Apollo, Inc. in the amount of \$6,466,939.93.
- B. Pgs. 93-99 Resolution 2022-18: Authorizes a professional services contract amendment with David Evans & Associates, Inc. for construction engineering of the Poplar Street (Colville - 5th) project in the amount of \$575,366.

- C. Pgs. 100-118 Approves January 1-31, 2022, Check Register Checks 17115-17392; 17394-17411; 17413-17490; 17492-17503; 318; and 320-331 totaling \$5,544,132.90
- D. Pgs. 119-136 City Tattoo Policy - Mayor Tom Scribner.

7. COUNCIL MEMBER MEETING REPORTS

8. UNFINISHED AND NEW BUSINESS

9. ADJOURNMENT

Values: Service, Integrity, Collaboration, Equity, Leadership, and Community

The City of Walla Walla complies with Title VI, ADA, and other applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, religion, veteran status, sexual orientation, gender identity, or sex.



ar-4537

Pgs. 4-5

City Council - Regular Meeting

Meeting Date: 02/09/2022

Submitted For: Ki Bealey, Public Works Department

Add'l Contributors:

Information

ITEM TITLE:

National Engineers Week Proclamation

Attachments

2022 National Engineers Week



PROCLAMATION

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to improve society's quality of life; and

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disasters to revolutionizing our infrastructure and technical progress;

WHEREAS, engineering has been called the invisible or stealth profession because everything around us and things we use every day have been engineered in some way, yet we may not see the engineers behind the scenes or know much about engineering; and;

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge;

WHEREAS, we look more than ever to Engineers and their knowledge and skills to meet the challenges of the twenty-first century;

NOW, THEREFORE, I, Tom Scribner, Mayor of the City of Walla Walla do hereby proclaim the week of February 20-26, 2022 to be

“National Engineers Week”

in the city of Walla Walla and I urge citizens to join me in recognizing the important contributions of engineers to our daily lives.

Given under my hand and Seal of the City of Walla Walla this 9th day of February 2022.

Mayor



A WONDERFUL PLACE TO **LIVE WORK PLAY**



ar-4567

Pgs. 6-7

City Council - Regular Meeting

Meeting Date: 02/09/2022

Submitted For: Kammy Hill, Support Services

Add'l Contributors:

Information

ITEM TITLE:

Accepts resignation of Jordan Michaels from the Infrastructure Improvement Committee (moved from City).

Attachments

Michaels resignation

Can you tell me how I can make arrangements to be removed from my position on the infrastructure committee as I no longer live in Walla Walla? I live in Dayton now, but I am happy to attend and serve out my term if that would be helpful.

Either one of those dates will work for me and I have no issue meeting in person.

Talk to you soon and thank you for your help in this matter.

Kind regards,
Jordan Michaels



ar-4522

Pgs. 8-12

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Approve contract with the Blue Mountain Community Foundation

Submitted For: Jean Teasdale, Finance Department

Add'l Contributors: Nabel Shawa

Financial Comments:

Award \$150,000 of ARPA funding to the BMCF to administer awards to nonprofit entities. The contract has been reviewed by Council Member Moss and is being reviewed by the Blue Mountain Community Foundation prior to the legal review.

All Contracts:

Yes

Federally funded contracts only:

Yes

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Award \$150,000 of ARPA funding to the BMCF to administer awards to nonprofit entities.

Information

HISTORY:

The Council Work Session on December 13, 2021 provided a presentation and discussion on the funding that was awarded to the City of Walla under the American Rescue Plan Act of 2021 (ARPA). Guidelines for the use of the funding are being modified frequently and as a result, the City discussed having the flexibility in determining which projects to support under the funding.

General guidance from the U.S. Department of the Treasury includes the following allowable expenditures:

1. Respond to public health emergency or its negative impacts;
2. Respond to workers performing essential work during the COVID-19 public health emergency;
3. Provide for government services to the extent of the reduction in revenue due to COVID-19;
4. Make necessary investments in water, sewer, or broadband infrastructure.

In addition, there are several expenditures that are not allowable under the ARPA funding including:

1. Expenditures prior to March 3, 2021;

2. Payment of debt;
3. Payment of settlements or judgments;
4. Deposits to Pension Funds;
5. Offsets to reductions in tax revenue due to change in law or regulation;
6. Infrastructure projects outside of water, sewer, and broadband;
7. Set-asides for governmental reserve or rainy-day fund.

Of the \$65.1 billion allocated to cities and non-county municipalities, the City of Walla Walla will receive \$9,974,964 in two payments of \$4,987,482 each. The first payment was received in May and the second payment will be in 2022. The deadline to commit the funds is December 31, 2024 and the deadline to spend the funds is December 31, 2026.

The City has prepared an initial list of immediate needs that could be addressed using the ARPA funding and the recovery of lost revenues. The initial list was discussed with the Finance Committee on June 14th and was presented to the full Council on June 21, 2021.

This list included: 1) lost revenue recovery of \$2,314,377, 2) three police officer positions and one parking enforcement position in the Police Department for \$500,000, 3) one-half the cost of a fire engine for \$322,430, 4) ambulance equipment for \$250,000, 5) improvements to the Senior Center Parking Lot for \$350,000, 6) Heritage Park Rebuild for \$1,600,000, 7) 1st Street Plaza for \$850,000, and Sportsplex enhancements for \$950,000. This Council Work Session is to start the conversation to finalize a second list for funding in fiscal year 2022 as part of the second ARPA payment. It is possible the federal guidelines might change and the City should be flexible in establishing the final list to allow for funding opportunities that may arise over the next several years.

The projects proposed for ARPA funding at the December 15, 2021 Council Meeting included the following: 1) aid to non-profits which are necessary due to the COVID-19 Pandemic in the amount of \$150,000, 2) Police equipment consisting of radios to replace aging equipment, a 3-D laser for reviewing crime scenes, replacement of service gloves, and a tactical drone. The total estimated cost of the equipment is \$ 253,000 and 3) replacement of park playground equipment in Lion's Gate Park for \$250,000.

This agenda item is to award a \$150,000 contract to the Blue Mountain Community Foundation to administer the nonprofit grant program for the City. The contract provides \$7,500 for an administrative fee to the BMCF and \$142,500 for funding ARPA grants to nonprofit organizations that qualify under the IRS for 501 (c)(3).

POLICY ISSUES:

Because the ARPA funding is a federal grant, the City has to adhere to the restrictions and requirements of the U.S. Department of the Treasury.

PLAN COMPLIANCE:

The ARPA funding addresses all five strategies from the Strategic Plan. Strategic Initiative 1 – Short-term: Foster and commit to a program to improve leadership skills and organizational development; Strategic Initiative 2 – Long-term: Fix and Improve the City's Infrastructure; Strategic Initiative 3 – Mid-term: Develop a strategic communications plan; Strategic Initiative 4 – Long-term: Encourage Economic development to strengthen the community; Strategic Initiative 5 – Mid-term: Achieve organizational and city resiliency.

ALTERNATIVES:

The Council could direct staff to award the contract to another organization or to reject the contract.

STAFF RECOMMENDATION:

The contract would award \$150,000 to the Blue Mountain Community Foundation to fund the nonprofit grant program.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-11 BMCF

RESOLUTION NO. 2022-11

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE BLUE MOUNTAIN COMMUNITY FOUNDATION TO ADMINISTER A GRANT PROGRAM, AND TAKING OTHER NECESSARY ACTION WITH RESPECT THERETO

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, RCW 35A.11.020 provides in pertinent part that “[t]he legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law;” and

WHEREAS, Walla Walla has “all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate and are not in conflict with the provisions specifically applicable to code cities” pursuant to RCW 35A.21.160; and

WHEREAS, RCW 35A.11.040 authorizes the Walla Walla City Council to “accept any gift or grant for any public purpose and may carry out any conditions of such gift or grant when not in conflict with state or federal law;” and

WHEREAS, section 35.21.735 of the Revised Code of Washington declares that “carrying out the purposes of federal grants or programs is both a public purpose and an appropriate function for a city, town, county, or public corporation” and authorizes entry into agreements to receive and expend grant funds; and

WHEREAS, the City of Walla Walla has received funding and anticipates receiving additional funding through the American Rescue Plan Act of 2021 (ARPA), Pub.L. 117-1, § 9901 (Mar. 11, 2021); and

WHEREAS, ARPA § 9901, SEC.602(c)(1)(A) authorizes use of ARPA funds to respond to the negative economic impacts of the COVID-19 pandemic, including assistance to nonprofits; and

WHEREAS, the Blue Mountain Community Foundation has offered to administer a grant program to award ARPA funding to eligible nonprofits in the Walla Walla area; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said program careful review and consideration, and finds that passage of this resolution is an appropriate function for the city and that the best interests of the City of Walla Walla will be served by passage of this resolution;

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The Walla Walla City Council authorizes use of one-hundred fifty thousand dollars (\$150,000) of the American Rescue Plan Act of 2021 funding received by the City of Walla Walla to provide grants to nonprofits to alleviate negative economic

impacts suffered as a result of the COVID-19 pandemic.

Section 2: The Walla Walla City Manager, and/or the designee of the Walla Walla City Manager, is authorized to execute an agreement with the Blue Mountain Community Foundation to administer a grant program to provide funding to nonprofit recipients eligible to receive American Rescue Plan Act of 2021 funding.

Section 3: The City Manager of the City of Walla Walla is designated as the chief administrative official and authorized representative in all matters arising out of the agreement authorized by Section 2 herein, and grant program thereby administered by the Blue Mountain Community Foundation. The City Manager of the City of Walla Walla, and/or designees of the Walla Walla City Manager, are hereby authorized, empowered, and directed to comply with the American Rescue Plan Act of 2021 and to make such certifications, reports, or other representations which may be necessary on behalf of the City of Walla Walla.

Section 4: The City Manager of the City of Walla Walla, and/or the designee of the Walla Walla City Manager, is hereby authorized and empowered to execute amendments, and modifications to the agreement authorized by section 2 herein on behalf of the City of Walla Walla, provided that such amendments and modifications comply with the American Rescue Plan Act of 2021, are reported to the Walla Walla City Council, and are made available for public inspection.

Section 5: The Walla Walla City Clerk is hereby authorized and directed to attest any agreement or other document executed in accordance with this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



ar-4524

Pgs. 13-21

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Contract with Downtown Walla Walla Foundation for Farmers Market

Submitted For: Andy Coleman, Parks and Recreation, Parks Administration

Financial Comments:

This contract will generate approximately \$2,000 a year in revenue and the funds will be dedicated to future maintenance and improvements to the public market facility.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorize the City Manager to execute a contract with the Downtown Walla Walla Foundation for operation of the Farmers Market in the City Hall parking lot.

Information

HISTORY:

The Farmers Market has operated in the City Hall Parking lot and adjacent space in the former Crawford Park for nearly twenty-five years. For the majority of this time the Farmers Market has been operated by the Downtown Walla Walla Foundation. Staff is proposing a three-year contract to continue the partnership with the Downtown Foundation for operation of the Farmers Market. The proposed contract term is for 2022-2025, with an additional two-year option, upon mutual agreement by both the City and the Walla Walla Downtown Foundation.

The contract proposes compensation to the City by the Walla Walla Downtown Foundation of 5% of gross stall rental revenues received from Market vendors. The funds received are to be held in an account by the City for future Market maintenance and improvements.

All terms of the previous contract, with the exception of the contract length, remain the same as the previous contract executed between the City and the Downtown Foundation for operation of the Farmers Market.

POLICY ISSUES:

Contracts greater than one year in length require City Council approval.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Strategic Initiative 4 - Encourage economic development to strengthen the community

COMPREHENSIVE PLAN:

Economic Development Policy 4.3 Walla Walla offers a high quality of life for entrepreneurs, their families, and employees.

Economic Development Policy 8.1 Work with local and regional partners to encourage tourism and an increase of commerce within the City of Walla Walla.

ALTERNATIVES:

Choose not to lease the City Hall parking lot to the Downtown Foundation for the Farmers Market.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a lease with the Walla Walla Downtown Foundation for operation of the Farmers Market.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-12

Farmers Market Contract

RESOLUTION NO. 2022-12

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF WALLA WALLA TO EXECUTE AN AGREEMENT WITH THE DOWNTOWN WALLA WALLA FOUNDATION TO OPERATE THE FARMERS MARKET, AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla passed City Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have “the broadest powers of local self-government consistent with the Constitution of this state.” RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[;]”and

WHEREAS, the City of Walla Walla published a request on December 12, 2012 for submission of proposals to operate the Saturday Farmers Market; and

WHEREAS, the City of Walla Walla found that the Downtown Walla Walla Foundation is best qualified to operate the Farmers Market; and

WHEREAS, the Walla Walla City Council passed City Resolution 2013-20 (Feb. 27, 2013) authorizing a contract with the Downtown Walla Walla Foundation to operate the Farmers Market; and

WHEREAS, the Walla Walla City Council passed City Resolution 2019-59 (May 8, 2019) authorizing a contract with the Downtown Walla Walla Foundation to operate the Farmers Market; and

WHEREAS, the Downtown Walla Walla Foundation has offered to continue operating the Farmers Market under an amended agreement; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla do resolve as follows:

Section 1: The City Manager of the City of Walla Walla is hereby authorized, empowered and directed to execute an agreement on behalf of the City of Walla Walla with Downtown Walla Walla Foundation to operate the Farmers Market.

Section 2: The City Manager of the City of Walla Walla, and/or the designee of the Walla Walla City Manager, is hereby authorized and empowered to execute amendments, and modifications to the agreement authorized by section 1 herein on behalf of the City of Walla Walla, provided that such amendments and modifications are reported to the

Walla Walla City Council and made available for public inspection.

Section 3: The City Manager of the City of Walla Walla is designated as the chief administrative official and authorized representative in all matters arising out of participation in the agreement between the City of Walla Walla and the Downtown Walla Walla Foundation; provided that the City Manager may designate members of the administrative service of the City to act on behalf of the City of Walla Walla with respect to the agreement. The City Manager of the City of Walla Walla, and/or designees of the Walla Walla City Manager, are hereby authorized, empowered, and directed to comply with requirements of the agreement, enforce the agreement, and to take such action which may be necessary on behalf of the City of Walla Walla.

Section 4: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the agreement and any amendments or modifications authorized by this resolution, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

CONTRACT FOR OPERATION OF THE FARMERS MARKET

THIS AGREEMENT dated February ____, 2022, between the CITY OF WALLA WALLA, a Municipal Corporation of the State of Washington, hereinafter referred to as the “City,” and the Downtown Walla Walla Foundation, hereinafter referred to as the “Foundation.”

RECITALS

WHEREAS, the city is a municipal corporation operating under the provisions of 35A RCW and, as such, is authorized to own and provide public facilities for the common benefit of the City of Walla Walla; and

WHEREAS, the City owns a public market facility located in the Walla Walla City Hall Parking Lot as shown on the attached map (exhibit A); and

WHEREAS, Downtown Walla Walla Foundation has submitted a proposal to the City of Walla Walla to operate the public market; and

NOW, THEREFORE, IT IS AGREED BETWEEN BOTH PARTIES AS FOLLOWS:

1. SERVICES, Downtown Walla Walla Foundation shall operate a public market, known as the Farmers Market, at the public market facility located in the Walla Walla City Hall Parking Lot as shown on the attached map (exhibit A).

A. The market shall be operated between May 1 and October 31 of each year from 6:00 a.m. to 2:00 p.m. on Saturdays; depending on the Downtown Walla Walla Foundation evaluation of the market attendance and ability to support a Sunday Market, the Market may be operated from 6:00 a.m. to 2:00 p.m. on Sundays; the Market may also be open for other special events (e.g. Holiday Barrel Tasting) as appropriate.

B. During the hours of authorized operation of the market, the public market facility located in the Walla Walla City Hall parking lot as shown on the attached map (exhibit A) shall be closed to general public parking. The Foundation shall place City approved barricading necessary to prevent general public parking in the public market facility and to secure the personal safety of the market customers and vendors. The Foundation is responsible for controlling vehicle activity in the market area during the market in order to provide for the safety of market customers and vendors. The Foundation shall not impede or interfere with parking in any other portion of the City Hall parking lot. Unless otherwise agreed by the City of Walla Walla in advance, the Foundation shall not impede or interfere with public parking in the area of the public market facility except during regular market hours and reasonable periods not exceeding one hour for set up and take down of the public market.

C. The Foundation shall make arrangements for access to public restroom facilities in the immediate vicinity of the public market facility, and the market shall not be operated during periods in which public restroom facilities are not available.

D. The Foundation shall employ a market manager responsible for the day-to-day operation of the market and the collection and accounting of revenues. The City shall be advised as to the identity and contact information for the market manager.

E. The Foundation shall advise the City in advance who the individual is that is responsible for the on-site operation of the market each day that the market is open. A schedule of the responsible individuals may be provided in advance of the Farmers Market season complete with contact information for each day the market is open. This is particularly important if the market manager will not be available on certain days during the market operation.

F. The Foundation shall establish and publish market rules approved by the City, and the Foundation shall be responsible for adherence to market rules by market participants and agents and employees of The Foundation.

G. The Foundation shall clear and clean the public market facility immediately upon the conclusion of authorized hours of market operation and restore the facility area to a condition suitable for general public parking.

H. The Foundation shall provide a sufficient number of trash containers to dispose of trash generated by the market activities during the market's operation and as the market is closed.

I. The Foundation shall be solely responsible for all costs and expenses for operation of the market.

J. The Foundation shall continuously strive to maintain access to State and Federal food subsidy programs including but not limited to Women Infants and Children (WIC) funding and such other programs available to Farmers Markets. The Foundation is encouraged to provide health and nutrition education programs.

K. The Foundation is encouraged to coordinate entertainment at the market or work in partnership with parties responsible to provide entertainment. The Foundation shall strive to see that entertainment remains an important part of the market experience for customers.

L. The City encourages the Foundation to collaborate and coordinate their activities with other community organizations to the overall benefit of the community.

2. DURATION OF CONTRACT. The term of this contract shall commence on April 1, 2022, and expire on December 31, 2024, unless renewed in writing by mutual agreement of the parties for an additional twenty-four (24) month period prior to expiration.

3. COMPENSATION AND MANNER OF PAYMENT. The Foundation shall be compensated from revenues generated by the rental of vendor locations to market participants. Five percent (5%) of gross stall rental revenues shall be paid to the City annually within 30 days of the close of the market season. The remainder of gross stall rental revenues shall be retained by the Foundation.

A. Revenues received by the City arising from operation of the market shall be used for maintenance and improvements to the public market facility. The City shall seek input from the Foundation regarding said maintenance and improvements, however, the use or expenditure of the City's share of market revenues shall be made solely at the City's discretion. Improvements or modifications to the market facilities shall be made only by the City or with the written approval of the City.

4. REPORTS AND ACCOUNTING. The Foundation shall maintain records and accounts for operation of the market in accordance with generally accepted accounting principles. The Foundation shall provide an annual report to the City regarding operation of the market which shall detail all revenues, costs, and expenses. In addition, the Foundation agrees to make a complete accounting to the City upon request of the City, and Farmers Market records and accounts shall be available for inspection by the City.

5. TERMINATION. This contract shall automatically terminate upon expiration. Either party may terminate this agreement prior to expiration upon six (6) months advance written notice to the other party. This contract may also be terminated by the City of Walla Walla upon breach by the Foundation. Paragraph 4, 7, and 13 shall survive termination of this agreement. Paragraph 3 shall survive termination of this agreement only to the extent that amounts remain payable under this agreement arising out of market operations prior to termination.

6. RELATIONSHIP OF THE PARTIES. The Foundation in the performance of its services under this contract shall be an independent contractor, and its agents and employees shall not be considered as employees, agents or representatives of the City. The Foundation shall have no authority to bind the City of Walla Walla to any contract or agreement. The Foundation shall not represent to any person or entity that The Foundation possesses authority to act on behalf of the City of Walla Walla.

7. DEFENSE & INDEMNIFICATION. The Foundation agree to defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, of any kind whatsoever, for loss, injury, damage, expense, and/or other liability arising out of the operation of the market except for injuries and damages caused by sole negligence of the City.

8. INSURANCE. The Foundation shall provide and maintain in continuous effect liability insurance naming the City of Walla Walla as an additional insured with respect to market operations which includes Commercial General Liability coverage in an amount of not less than \$1 million per occurrence and \$1 million general aggregate; personal injury coverage; advertising injury coverage; and medical expense coverage in such amounts acceptable to the City.

9. DISCRIMINATION. The Foundation agrees to comply with all applicable federal and state laws and regulations pertaining to equal opportunity employment and accommodation of persons with disabilities.

10. FORCE MAJEURE. Neither party shall have any liability under this agreement for any failure to perform any obligation arising under this agreement if such default is caused by war, civil disturbance, fire, flood, storm, earthquake or other acts of God beyond such party's reasonable control.

11. AMENDMENT. This contract may be amended by mutual written agreement of the parties. All amendments shall be signed by both parties and attached to this contract.

12. ENTIRE CONTRACT. The parties agree that this contract is the complete expression of terms which define the relationship between them. Any oral representations or understands not incorporated herein are excluded.

13. VENUE. It is hereby stipulated and agreed that all actions arising from the performance and/or interpretation of this agreement shall be subject to the venue and jurisdiction of the Walla Walla County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written above.

CITY OF WALLA WALLA

Nabiel Shawa, City Manager

Attest:

Kammy Hill, City Clerk

Approved as to form:

Tim Donaldson, City Attorney

DOWNTOWN WALLA WALLA FOUNDATION

Executive Director

Farmers Market Leased Area

Exhibit A





ar-4536

Pgs. 22-32

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Portable Radio purchase for the Fire Department

Submitted For: John Knowles, Fire/Ambulance Department

Financial Comments:

Acquisition of new portable radios for the fire department using American Rescue Plan Act funding (resolution 2021-165). Purchasing from the NASPO ValuePoint Master Agreement for Public Safety Communication Equipment, Contract #00318 from BK Technologies. Purchasing 30 portable radio plus all necessary parts for a total of \$58,511.72.

All Contracts:

Yes

Federally funded contracts only:

Yes

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Approve the purchase of thirty BK Technologies portable radios and all necessary parts for replacing the portable radios for the Walla Walla Fire Department from Advanced Paging & Communications through the NASPO Contract 00318 for \$58,511.72 (including tax).

Information

HISTORY:

It is vital that Fire Department personnel are able to clearly and efficiently communicate. The portable radio is a key component of this and is one of the most frequently used tools in the Fire Department. Firefighters rely on the portable radio as their life line in hazardous and dangerous situations. Our current Motorola portable radios are about 15 years old and showing their age. These radios are breaking and failing and finding parts and service for them is becoming increasingly difficult. Motorola stopped manufacturing our current portable radios in 2015 with support ending shortly thereafter. The Fire Department currently has a small handful of Bendix King/BK Technologies portable radios in service. These radios have performed well and have proven to be very reliable. For the purpose of compatibility and familiarization, it would be very beneficial for the Fire Department to continue to purchase Bendix King/BK Technology radios. Programming software and equipment would also be minimized if the Fire Department had the same radios as the Police Department. We have seen the benefit of this using the same mobile/vehicle radios. Bendix King/BK Technology portable radios also offer the best interoperability compatibility with easy in the field cloning and programming. This allows personnel to immediately establish radio communications with other agencies by cloning their radio programming. For these reasons the Fire Department would like to continue purchasing Bendix King/BK Technologies portable radios.

POLICY ISSUES:

There are no policy issues.

PLAN COMPLIANCE:

STRATEGIC PLAN: Initiative 2 – Long Term: Fix and improve the City's infrastructure.

Objective 1 – Use technology to provide better service and to improve management of operations.

Objective 4 – Maintain City buildings and facilities.

STRATEGIC PLAN: Initiative 5 – Mid Term: Achieve organizational and City resiliency.

Objective 4 – Emergency Management planning and preparation (Long Term).

ALTERNATIVES:

The only alternative is to continue using the failing and unreliable Motorola portable radios, and continue to pay unusually high repair bills in an attempt to keep them working.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution authorizing the City Manager to execute the purchase of **30** new model portable radios including all necessary components using the established purchasing agreement between the City of Walla Walla and Washington State Department of Enterprise Services with contract (#00318) Public Safety Communications Products, Services, and Solutions through BK Technologies and authorized state dealer Advanced Paging & Communications of Spokane, WA, not to exceed a total purchasing price of \$58,511.72 (including WA State sales tax).

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-13

Advanced Paging Radio Quote

Sam.Gov Exclusion Search - Advanced Paging

Sam.Gov Exclusion Search - BK Technologies

RESOLUTION NO. 2022-13

A RESOLUTION AWARDING THE CONTRACT TO SUPPLY PORTABLE RADIOS AND PARTS TO THE WALLA WALLA FIRE DEPARTMENT, TO PERFORM RELATED WORK, INC. AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have “the broadest powers of local self-government consistent with the Constitution of this state.” RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[;]”and

WHEREAS, Municipal Resolution 98-49 adopted on August 26, 1998 authorizes the Walla Walla City Manager to execute intergovernmental purchasing agreements; and

WHEREAS, the Walla Walla City Manager executed a Master Contract Usage Agreement on June 13, 2013 that allows the City to purchase goods and services from state master contracts; and

WHEREAS, the City needs to procure portable radios used by the Walla Walla Fire Department; and

WHEREAS, the radios needed by the City are available from a state master contract through the National Association of State Procurement Officials (NASPO); and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given this matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The contract to supply portable radios and parts, and to perform related work, is hereby awarded to BK Technologies, and the City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized, empowered and directed to purchase equipment and services from BK Technologies, and execute such purchase orders, contracts, agreements, and other documents that may be required; provided that sufficient appropriations therefor have been made by the Walla Walla City Council.

Section 2: The City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized and empowered to execute amendments, modifications, and change orders to the purchase orders, contracts, agreements, and other documents

authorized by section 1 herein on behalf of the City of Walla Walla, provided that sufficient appropriations have been made by the Walla Walla City Council and provided further that the aggregate value of all such amendments, modifications, and change orders shall not exceed ten percent (10%) of the original contract amount or twenty thousand dollars (\$20,000), whichever is greater.

Section 3: The City Manager of the City of Walla Walla is also hereby authorized and empowered to execute amendments, modifications, and change orders to the purchase orders, contracts, agreements, and other documents authorized by section 2 herein, which do not materially alter such contracts, agreements, and purchase orders, and also do not increase the financial obligations beyond amounts authorized by sections 1 and 2 herein.

Section 4: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the purchase orders, contracts, agreements, amendments, modifications, change orders, and other documents authorized herein, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

ADVANCED PAGING &
COMMUNICATIONS INC.
625 E 3RD AVE
SPOKANE WA 99202-2209
509-455-8400

Estimate

DATE	ESTIMATE...
1/11/2022	2201

NAME / ADDRESS
WALLA WALLA CITY FIRE DEPT ACCOUNTS PAYABLE PO BOX 478 WALLA WALLA, WA 99362-0216 ATT: FRED KNOWLES

TERMS	QUOTE EXPIRES
NET 20	02-25-22

ITEM	DESCRIPTION	QTY	COST	TOTAL
BKR5000-T3BS-1	Port, VHF 136-174MHz, 5000Ch, 6W,T3, BLK, Ch Stop, BLUE TOOTH	30	1,541.414	46,242.42T
BKR0810GPS	Antenna, GPS, VHF, 136-174MHz, SMA	30	52.23833	1,567.15T
BKR0101	Battery Pack, Li-Ion 4900 mAh, Smart	30	105.85067	3,175.52T
EC1M-BK3	Endura 12VDC Vehicle Charger for BKR5000 with mounting bracket and power adapter.	30	84.70367	2,541.11T
BKR0700	Cable,Cloning, BKR-P Series	1	174.04	174.04T
BKR0733	Software,RES	1	29.53	29.53T
	NASPO PRICING 00318			
	SALES TAX WALLA WALLA 3604		8.90%	4,781.95
It's been a pleasure working with you!			TOTAL	\$58,511.72



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☒ All Words 

☐ Exact Phrase 

e.g. 123456789, Smith Corp

"advanced paging and communications"



"advanced paging"



"advanced paging and communications"



Classification



Excluded Individual



Entity Name

DUNS Unique Entity ID**SAM** Unique Entity ID

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Exclusion Program



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☒ All Words

☐ Exact Phrase

e.g. 123456789, Smith Corp

Classification



Excluded Individual



Excluded Entity



Entity Name

BK Technologies, Inc. (612003681)

BK Technology, LLC (080990412)

DUNS Unique Entity ID

e.g. 123456789

SAM Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset



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ar-4538

Pgs. 33-39

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Awards ductile pipe bid to HD Fowler in the amount of \$50,032.14

Submitted For: Adrian Sutor, Public Works Department, Water

Financial Comments:

Bid award in the amount of \$50,032.14 including sales tax.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Awards the bid for ductile iron pipe used for public works maintenance activities and the replacement of water main line to HD Fowler.

Information

HISTORY:

This is a bid award for the purchase of ductile iron pipe used by the Water Distribution Division. A call for bids was advertised in the Walla Walla Union Bulletin on January 4, 2022. One bid was received on January 19, 2022. The bid received was from HD Fowler in the amount of \$50,032.14. Although only one bid was received, it has been reviewed by staff and considered to be fair and reasonable. This ductile iron pipe is used in daily operations of the Water Distribution Division including the installation of new and repair/replacement of water main line.

POLICY ISSUES:

Purchases greater than \$20,000 require City Council authorization.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Strategic Initiative 2 - Long Term : Fix and Improve the City's Infrastructure.

Objective: 4. Maintain City Buildings and Facilities

COMPREHENSIVE PLAN:

Capital Facilities and Utilities Goal 1 Walla Walla's capital facilities and utilities are well

maintained and up-to-date to meet the demands of growth and economic development.

CFU Policy 1.2 Monitor all public or private water systems; regularly maintain public systems.

CFU Policy 5.1 Plan for rehabilitation of the City's utility infrastructure to ensure safe, reliable, and efficient service.

ALTERNATIVES:

Council could choose not to award the bid and direct staff to rebid at a later date.

STAFF RECOMMENDATION:

Approve a resolution awarding the bid for ductile pipe to HD Fowler in the amount of \$50,032.14 including sales tax.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-14

Bid Packet

RESOLUTION NO. 2022-14

A RESOLUTION AUTHORIZING THE PURCHASE OF DUCTILE IRON PIPE AND RELATED PARTS AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have "'the broadest powers of local self-government consistent with the Constitution of this state.' RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[:]"and

WHEREAS, the City of Walla Walla requires ductile iron pipe and related parts; and

WHEREAS, the City of Walla Walla published a call for bids on January 4, 2022; and

WHEREAS, the lowest responsive and responsible bid was submitted by the bidder identified in section 1 herein; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The contract for supply of ductile iron pipe and related parts is hereby awarded to HD Fowler. The City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized and empowered to purchase ductile iron pipe and related parts from HD Fowler and to execute such contracts, agreements, purchase orders, or other documents that may be needed.

Section 2: The City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized and empowered to execute amendments to the contracts, agreements, purchase orders, and other documents authorized by section 1 herein; provided that sufficient appropriations have been made by the City Council and further provided that the aggregate value of all such amendments may not exceed twenty thousand dollars (\$20,000.00).

Section 3: The City Clerk of the City of Walla Walla is hereby authorized and

directed to attest the contracts, agreements, purchase orders, and other documents authorized by section 1 herein and any amendments authorized by section 2 herein, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Purchasing Tabulation Sheet

Dept./Div.: Public Works/Water Distribution
Date: 1/19/2022

Item Desc.: Ductile Pipe for 2022 projects and inventory.

VENDOR	MEETS	QUANTITY	UNIT PRICE	FREIGHT	OTHER MISC.	SUBTOTAL	SALES TAX	TOTAL COST	INT
	SPECIFICATIONS (Y/N)								
HD Fowler	Y	1	\$45,943.20	\$0.00	\$0.00	\$45,943.20	\$4,088.94	\$50,032.14	RP
	Y	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	RP
	Y	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	RP

*Highlight low bidder.

Supervisor Signature



BID PROPOSAL

TO: Kammy Hill, City Clerk, City of Walla Walla

The undersigned hereby certifies they have read and thoroughly understand the "Instructions to Bidders" which are made a part of this bid proposal and hereby agree to furnish the following materials and/or supplies in accordance with said "Instructions to Bidders" for the amount shown below:

- Delivery of orders to the Walla Walla Publics Works Service Center (Water Distribution Division) at 55 E. Moore Street, Bldg. A, Walla Walla, Washington 99362.
- All products must meet or exceed the standard specifications
- All bid pricing will be honored through the 2022 calendar year (through December 31, 2022).

TYTON JOINT DUCTILE PIPE ONLY

Bars #	Stock ID	Model #	Quantity		Description	Unit Price	Total
3456	19-1200	Class 50	288	ft	12" Ductile Pipe	42.30	12,182.40
3456	19-0800	Class 50	594	ft	8" Ductile Pipe	26.10	15,503.40
3456	19-0600	Class 52	828	ft	6" Ductile Pipe	22.05	18,257.40
Total							45,943.20
Freight							
Total							45,943.20
8.90%							4088.94
Total							\$50,032.14

Receipt is hereby acknowledged of addendum(s) No.(s)_____,_____,_____.

Bidder: H D Fowler Co.

Address: 1336 Deitrich Rd

Pasco WA 99301

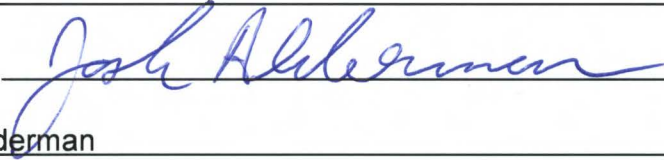
Uniform Business Identifier No. 079 016 679

Contact Person: Josh Alderman

Phone: 509-370-2723

Fax: _____

Signature of Authorized Official(s): _____



Typed or Printed Name: Josh Alderman

Title: Municipal Sales

Dated this 18th **day of** January, **2022.**



ar-4511

Pgs. 40-46

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Bid Award for gravel and spoils hauling/disposal to Koncrete Industries in the amount of \$107,623.70.

Submitted For: Adrian Sutor, Public Works Department, Water

Project No:

N/A

Financial Comments:

Bid award in the amount of \$107,623.70 including sales tax.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Awards the bid for crushed surfacing top course (gravel) used for public works maintenance activities and the hauling/disposal of spoils to Koncrete Industries.

Information

HISTORY:

Crushed surfacing top course (gravel) is used by public works operations for water main and water service repairs/replacements (around the pipe and also to backfill the trench), roadway repairs (under asphalt), and gravel alley maintenance.

During those work activities, excess non-suitable material is generated that needs to be disposed off (spoils).

For the supply and delivery of gravel and the hauling and disposal of excess non-suitable material, a call for bids was advertised in the Walla Walla Union-Bulletin on January 4, 2022. Bids were opened on January 19, 2022. Two bids were received with Koncrete Industries of Walla Walla being the lowest responsive bidder.

POLICY ISSUES:

Purchases greater than \$20,000 require Council authorization.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Strategic Initiative 2 - Long Term : Fix and Improve the City's Infrastructure.

Objective:

4. Maintain City Buildings and Facilities

COMPREHENSIVE PLAN:

Capital Facilities and Utilities Goal 1 Walla Walla's capital facilities and utilities are well maintained and up-to-date to meet the demands of growth and economic development.

CFU Policy 1.2 Monitor all public or private water systems; regularly maintain public systems.

CFU Policy 5.1 Plan for rehabilitation of the City's utility infrastructure to ensure safe, reliable, and efficient service.

ALTERNATIVES:

Council could choose not to award the bid and direct staff to rebid.

STAFF RECOMMENDATION:

Approve a resolution awarding the bid for crushed surfacing top course (gravel) and spoils hauling/disposal to Koncrete Industries in the amount of \$107,623.70 including sales tax.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-15

Bid Packet

RESOLUTION NO. 2022-15

A RESOLUTION AWARDING THE CONTRACT TO SUPPLY OF GRAVEL AND HAUL/DISPOSE OF SPOILS AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla needs gravel and the hauling/disposal of spoils for City projects; and

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, RCW 35A.40.210 provides in pertinent part that public work or improvement contracts for code cities shall be governed by RCW 35.23.352; and

WHEREAS, RCW 35.23.352 provides in pertinent part that competitive public bids are required for projects of “one hundred sixteen thousand one hundred fifty-five dollars if more than one craft or trade is involved with the public works, or seventy-five thousand five hundred dollars if a single craft or trade is involved[;]” and

WHEREAS, the City of Walla Walla published and advertised a call for competitive bids on January 4, 2022; and

WHEREAS, all timely bid proposals have been evaluated and the contractor named in section 1 herein is the lowest responsible bidder, and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution;

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The contract to supply gravel and haul/dispose of spoils for City projects is hereby awarded to Koncrete Industries, and the City Manager of the City of Walla Walla is hereby authorized, empowered and directed to execute said contract on behalf of the City of Walla Walla.

Section 2: The City Manager of the City of Walla Walla is hereby authorized and empowered to execute amendments, modifications, and change orders to the agreement approved by section 1 herein on behalf of the City of Walla Walla, provided that sufficient appropriations have been made by the Walla Walla City Council, and provided further the aggregate value of all amendments, modifications, and change orders may not exceed twenty thousand dollars (\$20,000.00).

Section 3: The City Clerk of the City of Walla Walla is hereby authorized and

directed to attest the agreement approved by section 1 herein, any amendments, modifications or change orders authorized by section 2 herein, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

Attest:

City Clerk

Approved as to form:


City Attorney

Purchasing Tabulation Sheet

Dept./Div.: Public Works/Water Distribution

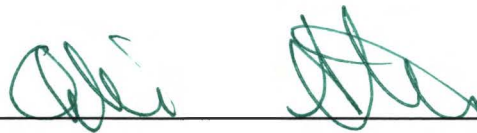
Date: 1/19/2022

Item Desc.: Gravel (3/4" Minus), backhauling spoils, and hauling of spoils from Service Center.

VENDOR	MEETS SPECIFICATIONS (Y/N)	QUANTITY	UNIT PRICE	FREIGHT	OTHER MISC. CHARGES**	SUBTOTAL	SALES TAX @ 8.9%	TOTAL COST	INT
Koncrete Industries	Y	1	\$98,828.00	\$0.00	\$0.00	\$98,828.00	\$8,795.70	\$107,623.70	RP 
Humbert Asphalt	Y	1	\$106,790.00	\$0.00	\$0.00	\$106,790.00	\$9,504.31	\$116,294.31	RP
	Y	1			\$0.00	\$0.00	\$0.00	\$0.00	RP

*Highlight low bidder.

Supervisor Signature



BID PROPOSAL

To: Kammy Hill, City Clerk, City of Walla Walla

The undersigned hereby certifies they have read and thoroughly understand the "Instructions to Bidders" which are made a part of this bid proposal and hereby agree to furnish the following Materials and/or supplies in accordance with said "Instructions to Bidders" for the amount shown below:

- Bids will be valid from the date of award **through December 31, 2022.**
- Specifications shall be in accordance with the 2021 edition of the WSDOT Standard Specifications.
- Service/delivery location will be the City of Walla Walla Service Center, 55 E. Moore Street, Walla Walla, Washington 99362.

Item 1 – CRUSHED SURFACING

- Delivery to in 500-ton increments on a will-call status.

Description	Units (Tons)	Unit Price	Total
Crushed Surfacing Top Course	6,200	\$10.97	\$68,014.00
		Subtotal	\$68,014.00
		Sales Tax @ 8.90%	\$6,053.25
		Total	\$74,067.25

Item 2 – SPOILS BACK-HAUL/DISPOSAL (55 E. MOORE STREET)

- Pickup spoils at the City of Walla Walla Service Center (55 E. Moore Street) after the delivery of Crushed Surfacing Top Course.
- Hauling, tip fees and disposal of said product will be the responsibility of bidder.
- Loading of product into bidder's vehicle will be the responsibility of the City Water Distribution Division.
- Measurements will be by truckload/pup volume. A list of truck/pup capacities (volume) shall be provided to the City with the bid and updated prior to any changes occurring. Each truck/pup shall include a clear vehicle identifier on the truck/pup and be in accordance with and correlate to the capacity list. Volumes will be intermittently verified by the number of loads from the City's 3.8 CY loader bucket. Discrepancies will be flagged, but the volume checks shall be as determined by the City.

Description	Units (CY)	Unit Price	Total
Native soils, river rock, asphalt, concrete not to exceed 24" x 24" in size. Organics including grass, weeds, and roots.	5,200	4.97	\$25,844.00
		Subtotal	\$25,844.00
		Sales Tax @ 8.90%	\$2,300.12
		Total	\$28,144.12

Item 3 – SPOILS, HAULING/DISPOSAL (55 E. MOORE STREET)

- Pickup spoils at the City of Walla Walla Service Center (55 E. Moore Street).
- Hauling, tip fees and disposal of said product will be the responsibility of bidder.

- Loading of product into bidder's vehicle will be the responsibility of the City Water Distribution Division.
- Measurements will be by truckload/pup volume. A list of truck/pup capacities (volume) shall be provided to the City with the bid and updated prior to any changes occurring. Each truck/pup shall include a clear vehicle identifier on the truck/pup and be in accordance with and correlate to the capacity list. Volumes will be intermittently verified by the number of loads from the City's 3.8 CY loader bucket. Discrepancies will be flagged, but the volume checks shall be as determined by the City.
- City staff will call for service a minimum of two working days in advance to schedule loading. Minimum service amount to be 24 CY per call.

Description	Units (CY)	Unit Price	Total
Native soils, river rock, asphalt, concrete not to exceed 24" x 24" in size. Organics including grass, weeds, and roots.	1,000	4.97	\$4,970.00
Subtotal			\$4,970.00
Sales Tax @ 8.90%			\$442.33
Total			\$5,412.33

Total Bid Amount

Subtotal of Items 1-3	\$98,828.00
Sales Tax @ 8.9%	\$8,795.70
Grand Total of Items 1-3	\$107,623.70

Receipt is hereby acknowledged of addendum(s) No.(s) N/A, _____.

Bidder: Koncrete Industries, Inc.

Address: Po Box 911

Walla Walla, WA 99362

Uniform Business Identifier No. 601-181-592

Contact Person: Ryan Konen

Phone: 509-525-9143

Fax: _____

Signature of Authorized Official(s): Ryan Konen

Typed or Printed Name: Ryan Konen

Title: COO/VP

Dated this 18th day of January, 2022.



ar-4512

Pgs. 47-57

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Awards water parts/fittings bid to HD Fowler in the amount of \$141,020.43

Submitted For: Adrian Sutor, Public Works Department, Water

Project No:

N/A

Financial Comments:

Award bid to HD Fowler for the purchase of various brass water fittings and parts in an amount not-to-exceed \$141,020.43 (including sales tax) for the 2022 calendar year.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Awards the bid for various brass water fittings and parts to HD Fowler. These parts/fittings are used in the day-to-day operations of the Water Distribution Division.

Information

HISTORY:

This is a bid award for the purchase of water parts and fittings used by the Water Distribution Division. A call for bids was advertised in the Walla Walla Union Bulletin on January 4, 2022. Two bids were received on January 19, 2022, with HD Fowler being the low bidder at \$141,020.43. These fittings and parts are used in daily operations of the Water Distribution Division including the installation of new and repair/replacement of water services.

POLICY ISSUES:

Purchases greater than \$20,000 require City Council authorization.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Strategic Initiative 2 - Long Term : Fix and Improve the City's Infrastructure.

COMPREHENSIVE PLAN:

Capital Facilities and Utilities Goal 1: Walla Walla's capital facilities and utilities are well maintained and up-to-date to meet the demands of growth and economic development.

Capital Facilities and Utilities Goal 5: The sound fiscal management of government services and facilities promotes a transparent and collaborative relationship between government and residents.

CFU Policy 5.1 Plan for rehabilitation of the City's utility infrastructure to ensure safe, reliable, and efficient service.

ALTERNATIVES:

Reject all bids and rebid at a later date.

STAFF RECOMMENDATION:

Adopt the resolution awarding the bid for various brass water fittings and parts to HD Fowler in the amount of \$141,020.43.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-16

Bid Packet

RESOLUTION NO. 2022-16

A RESOLUTION AUTHORIZING THE PURCHASE OF BRASS FITTINGS AND RELATED PARTS AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have "'the broadest powers of local self-government consistent with the Constitution of this state.' RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[;]"and

WHEREAS, the City of Walla Walla requires brass fittings and related parts; and

WHEREAS, the City of Walla Walla published a call for bids on January 4, 2022; and

WHEREAS, the lowest responsive and responsible bid was submitted by the bidder identified in section 1 herein; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The contract for supply of brass fittings and related parts is hereby awarded to HD Fowler. The City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized and empowered to purchase brass fittings and related parts from HD Fowler and to execute such contracts, agreements, purchase orders, or other documents that may be needed.

Section 2: The City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized and empowered to execute amendments to the contracts, agreements, purchase orders, and other documents authorized by section 1 herein; provided that sufficient appropriations have been made by the City Council and further provided that the aggregate value of all such amendments may not exceed twenty thousand dollars (\$20,000.00).

Section 3: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the contracts, agreements, purchase orders, and other documents

authorized by section 1 herein and any amendments authorized by section 2 herein, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Purchasing Tabulation Sheet

Dept./Div.: Public Works/Water Distribution

Date: 1/19/2022

Item Desc.: Annual purchasing of NL Brass for inventory

VENDOR	MEETS SPECIFICATIONS (Y/N)	QUANTITY	UNIT PRICE	FREIGHT	OTHER MISC. CHARGES**	SUBTOTAL	SALES TAX @ 8.9%	TOTAL COST	INT
HD Fowler	Y	1	\$129,495.34	\$0.00	\$0.00	\$129,495.34	\$11,525.09	\$141,020.43	RP
Ferguson	Y	1	\$130,539.40	\$0.00	\$0.00	\$130,539.40	\$11,618.01	\$142,157.41	RP
	Y	1			\$0.00	\$0.00	\$0.00	\$0.00	RP

*Highlight low bidder.

Supervisor Signature



All brass fittings must meet or exceed ANSI/NSF 61 no lead law.

ONLY Ford or AY McDonald fittings will be accepted

Bars #	Stock ID	Model #	Estimated Quantities	Description	Unit Price	Total
3450	04-0700	FB500-3-NL	14	3/4" MIP x 3/4" MIP Corp	46.21	646.94
3450	04-0710	B11-333-NL	10	3/4" FIP x 3/4" FIP Curb Stop	57.00	570.00
3450	04-0720	BA13-332W-NL	10	3/4" FIP x 3/4" Angle Meter Stop	76.49	764.90
3450	04-0730	C44-33-Q-NL	14	3/4" CTS x 3/4" CTS	20.22	283.08
3450	04-0740	C84-33-Q-NL	20	3/4" MIP x 3/4" CTS	16.61	332.20
3450	04-0750	C14-33-Q-NL	25	3/4" FIP x 3/4" CTS	17.47	436.75
3450	04-0760	L44-33-Q-NL	12	3/4" CTS x 3/4" CTS 90 Ell	26.14	313.68
3450	04-0770	L84-33-Q-NL	16	3/4" MIP x 3/4" CTS 90 Ell	18.19	291.04
3450	04-0780	L14-33-Q-NL	16	3/4" FIP x 3/4" CTS 90 Ell	23.56	376.96
3450	04-0790	PJA4-13-Q-NL	25	3/4" Setter x 3/4" CTS	13.30	332.50
3450	04-0800	C14-34-Q-NL	126	3/4" FIP x 1" CTS	20.50	2583.00
3450	04-0810	C84-34-Q-NL	90	3/4" MIP x 1" CTS	18.39	1655.10
3450	04-0820	C45-43-NL	36	3/4" Galv PJ x 1" CTS	25.18	906.48
3450	04-0830	L84-34-Q-NL	12	3/4" MIP x 1" CTS 90	33.60	403.20
3450	04-0840	A-24-NL	192	3/4" x 1" Meter Adapter SOLD AS PAIR	27.40/PR	5260.80
3450	04-0850	C44-34-Q-NL	24	3/4" CTS x 1" CTS	23.50	564.00
3450	04-0900	CSP-4-A-NL	40	1" CC Threaded plug	12.40	496.00
3450	04-1000	FB1000-4-TW-Q-NL	56	1" CC Thread x 1" CTS Corp	77.00	4312.00
3450	04-1010	FB1100-4-TW-Q-NL	32	1" MIP x 1" CTS Corp	77.00	2464.00
3450	04-1020	B11-444--NL	6	1" FIP X 1" FIP Curb Stop	88.60	531.66
3450	04-1030	B44-444-Q-NL	12	1" CTS X 1" CTS Curb Stop	110.30	1323.60
3450	04-1040	BA13-444-Q-NL	6	1" FIP X 1" FIP Angle Meter Stop	115.24	691.44
3450	04-1050	C44-44-Q-NL	10	1" CTS x 1" CTS	23.14	231.40
3450	04-1060	C84-44-Q-NL	42	1" MIP x 1" CTS	19.67	826.14

3450	04-1070	C14-44-Q-NL	75	1" FIP x 1" CTS	23.70	1777.50
3450	04-1080	C45-44-NL	8	1" CTS x 1" Galv PJ	30.04	240.32
3450	04-1090	L44-44-Q-NL	36	1" CTS x 1" CTS 90 Ell	33.57	1208.52
3450	04-1100	L84-44-Q-NL	10	1" MIP x 1" CTS 90* Ell	30.26	302.60
3450	04-1110	L14-44-Q-NL	8	1" CTS x 1" FIP 90* Ell	38.41	307.28
3450	04-1120	T444-444-Q-NL	8	1" CTS x 1" CTS x 1" CTS Tee	52.38	419.04
3450	04-1400	C85-55-NL	12	1 1/4" Galv PJ x 1 1/4" MIP	43.20	518.40
3450	04-1500	C85-66-NL	5	1 1/2" MIP x 1 1/2" Galv. PJ	61.82	309.10
3450	04-1510	C44-67-NL	4	2" CTS x 1 1/2" CTS	84.36	337.40
3450	04-2000	FB1100-7-TW-Q-NL	10	2" MIP x 2" CTS Corp	267.10	2671.00
3450	04-2010	B11-777-NL	1	2" FIP x 2" FIP Curb Stop	265.35	265.31
3450	04-2020	B44-777-Q-NL	2	2" CTS X2" CTS Curb Stop	371.03	742.06
3450	04-2030	BFA13-777W-NL	5	2" Meter Stop	295.13	1475.65
3450	04-2040	C44-77-Q-NL	6	2" CTS x 2" CTS	104.50	627.00
3450	04-2050	C84-77-Q-NL	20	2" MIP x 2" CTS	78.50	1570.00
3450	04-2060	C14-77-Q-NL	3	2" FIP x 2" CTS	82.06	246.18
3450	04-2070	C45-77-NL	2	2" CTS x 2" Galv PJ	108.83	217.66
3450	04-2080	L44-77-Q-NL	9	2" CTS x 2" CTS 90* Ell	218.13	1963.17
3450	04-2085	L14-77-Q-NL	5	2" FIP x 2" CTS	139.05	695.25
3450	04-2090	CF-31-77-NL	6	2"- 2 Hole Meter Flange	62.68	376.08
3450	04-2100	A-67-NL	16	1 1/2" x 2" Meter Adapter A-67 SOLD AS PAIR	235.88/PR	3774.08
3450	04-2110	A-47-NL	4	1" X 2" Meter Adapter A-47 SOLD AS PAIR	163.96/PR	655.84
3450	04-3007	VB42-7W-NL	5	3/4" X 7" Resetter	106.85	534.25
3450	04-3110	VB74-10W-44-44-Q-NL	20	1" x 10" CTS Meter Setter	237.40	4748.00
3450	04-3118	VB74-18W-44-44-Q-NL	160	1" x 18" CTS Meter Setter	279.60	44736.00
3450	04-3220	VBB77-00B-44-77-NL	3	2" No Rise Setter	1567.50	4702.50
3450	04-3218	VBB77-18B-44-77-PK-NL	13	2" x 18" CTS Meter Setter	1337.00	17381.00
3450	N/A	QJN4-4-TW-NL	192	1" Quick nut with boss for tracer wire	15.80	3033.60
3450	N/A	QJN4-7-TW-NL	25	2" Quick nut with boss for tracer wire	33.60	840.00
3450	N/A	Insert - 52	1000	Insert Stiffeners for PET	1.67	1670.00

3450	N/A	Insert - 55	80	Insert Stiffeners for PET	2.30	184.00
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All brass fittings must meet or exceed ANSI/NSF 61 no lead law.

Domestic or foreign fittings will be accepted on the list below

3450	06-0010	N/A	5	3/4" Brass Tee	4.75	23.75
3450	06-0020	N/A	20	3/4" Brass 90° El	3.86	77.20
3450	06-0030	N/A	10	3/4" Brass Coupling	3.12	31.20
3450	06-0040	N/A	50	3/4" Brass Cap	2.50	125.00
3450	06-0050	N/A	50	3/4" Brass Plug	3.22	161.00
3450	06-0060	N/A	10	3/4" x 1/2" Brass Bushing	2.07	20.70
3450	06-0070	N/A	10	3/4" x 1/2" Brass Bell	3.76	37.60
3450	06-0100	N/A	25	3/4" x Close Brass Nipple	1.89	47.25
3450	06-0200	N/A	10	3/4" x 2" Brass Nipple	2.50	25.00
3450	06-0300	N/A	10	3/4" x 3" Brass Nipple	3.35	33.50
3450	06-0400	N/A	10	3/4" x 4" Brass Nipple	4.36	43.60
3450	06-0500	N/A	10	3/4" x 5" Brass Nipple	5.24	52.40
3450	06-0600	N/A	10	3/4" x 6" Brass Nipple	6.37	63.70
3450	07-0010	N/A	5	1" Brass Tee	8.44	42.40
3450	07-0020	N/A	10	1" Brass 90 El	5.97	59.70
3450	07-0030	N/A	10	1" Brass Coupling	4.75	47.50
3450	07-0040	N/A	25	1" Brass Cap	3.79	94.75
3450	07-0050	N/A	25	1" Brass Plug	2.98	74.50
3450	07-0060	N/A	10	1" x 3/4" Brass Bushing	3.12	31.20
3450	07-0070	N/A	20	1" x 3/4" Brass Bell	6.25	125.00
3450	07-0100	N/A	25	1" x Close Brass Nipple	2.93	73.25
3450	07-0200	N/A	10	1" x 2" Brass Nipple	3.61	36.10
3450	07-0300	N/A	10	1" x 3" Brass Nipple	4.85	48.50
3450	07-0400	N/A	10	1" x 4" Brass Nipple	6.33	63.30
3450	07-0500	N/A	10	1" x 5" Brass Nipple	7.80	78.00
3450	07-0600	N/A	10	1" x 6" Brass Nipple	9.32	93.20

3450	08-0010	N/A	5	1 1/4" Brass Tee	16.82	84.10	
3450	08-0020	N/A	5	1 1/4" Brass 90 El	9.49	47.45	
3450	08-0030	N/A	5	1 1/4" Brass Coupling	7.43	37.15	
3450	08-0040	N/A	5	1 1/4" Brass Cap	5.94	29.70	
3450	08-0050	N/A	5	1 1/4" Brass Plug	4.44	22.20	
3450	08-0060	N/A	5	1" x 1 1/4" Brass Bushing	5.33	26.65	
3450	08-0070	N/A	5	1" x 1 1/4" Brass Bell	10.09	50.45	
3450	08-0080	N/A	5	2" x 1 1/4" Brass Bell	18.25	91.25	
3450	08-0100	N/A	5	1 1/4" x Close Brass Nipple	4.42	22.10	
3450	08-0200	N/A	5	1 1/4" x 2" Brass Nipple	5.05	25.25	
3450	08-0300	N/A	5	1 1/4" x 3" Brass Nipple	6.76	33.80	
3450	08-0400	N/A	5	1 1/4" x 4" Brass Nipple	8.90	44.50	
3450	08-0500	N/A	5	1 1/4" x 5" Brass Nipple	10.87	54.35	
3450	08-0600	N/A	5	1 1/4" x 6" Brass Nipple	12.99	64.95	
3450	09-0010	N/A	5	1 1/2" Brass Tee	16.00	80.00	
3450	09-0020	N/A	5	1 1/2" Brass 90 El	16.22	81.10	
3450	09-0030	N/A	5	1 1/2" Brass Coupling	10.09	50.45	
3450	09-0040	N/A	5	1 1/2" Brass Cap	8.03	40.15	
3450	09-0050	N/A	5	1 1/2" Brass Plug	5.66	28.30	
3450	09-0060	N/A	5	1 1/2" x 1" Brass Bushing	6.82	34.10	
3450	09-0070	N/A	5	1 1/2" x 1" Brass Bell	12.10	60.50	
3450	09-0075	N/A	5	1 1/2" x 3/4" Brass Bushing	8.33	41.65	
3450	09-0100	N/A	5	1 1/2" x Close Brass Nipple	5.75	28.75	
3450	09-0200	N/A	5	1 1/2" x 2" Brass Nipple	6.18	30.90	
3450	09-0300	N/A	5	1 1/2" x 3" Brass Nipple	8.52	42.60	
3450	09-0400	N/A	5	1 1/2" x 4" Brass Nipple	11.09	55.45	
3450	09-0500	N/A	5	1 1/2" x 5" Brass Nipple	13.46	67.30	
3450	09-0600	N/A	5	1 1/2" x 6" Brass Nipple	15.99	79.95	
3450	10-0010	N/A	5	2" Brass Tee	26.69	133.45	
3450	10-0020	N/A	10	2" Brass 90* Ell	19.27	192.70	
3450	10-0030	N/A	5	2" Brass Coupling	17.90	89.50	

3450	10-0040	N/A	5	2" Brass Cap	13.62	68.10
3450	10-0050	N/A	5	2" Brass Plug	8.93	44.65
3450	10-0060	N/A	10	2" x 1" Brass Bushing	12.16	121.60
3450	10-0070	N/A	10	2" x 1" Brass Bell	19.99	199.90
3450	10-0075	N/A	10	2" x 1 1/2" Brass Bushing	10.09	100.90
3450	10-0080	N/A	5	2" x 1 1/2" Brass Bell	18.29	91.45
3450	10-0100	N/A	5	2" x Close Brass Nipple	8.75	43.75
3450	10-0300	N/A	5	2" x 3" Brass Nipple	10.91	54.55
3450	10-0400	N/A	5	2" x 4" Brass Nipple	14.27	71.35
3450	10-0500	N/A	5	2" x 5" Brass Nipple	17.65	88.25
3450	10-0600	N/A	5	2" x 6" Brass Nipple	21.07	105.35
					Total	129,495.34
					Sales Tax @ 8.9%	11,525.09
					Total	\$141,020.43

Receipt is hereby acknowledged of addendum(s) No.(s) _____.

Bidder: H D Fowler Co

Address: 1336 Deitrich Rd

Pasco WA 99301

Uniform Business Identifier No. 179 016 679

Contact Person: Josh Alderman

Phone: 509-370-2723

Fax: _____

Signature of Authorized Official(s): 

Typed or Printed Name: Josh Alderman

Title: Municipal Sales

Dated this 18th day of January, 2022.



ar-4525

Pgs. 58-71

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Lease of Crawford Park to Valley Transit

Submitted For: Andy Coleman, Parks and Recreation, Parks Administration

Financial Comments:

Valley Transit will pay rent of \$1.00 per year to the City for lease of Crawford Park

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorize the City Manager to execute an agreement that would allow Valley Transit to continue to lease the former Crawford Park

Information

HISTORY:

City Council authorized an agreement in December of 2018 that leased the former Crawford Park to the Valley Transit. This action incorporated the park as part of the adjacent bus transfer station. Prior to this agreement Crawford Park had become a site for a significant amount of undesirable activities. Since the Police Department moved from City Hall in 2012, calls for service to the park increased annually until the current agreement with Valley Transit was executed. The lease has given the Valley Transit greater authority to monitor behavior in the park and far fewer incidents have occurred at this site. This agreement has positively impacted the use of this space.

The proposed agreement is essentially the same as the current agreement with an increase in the length of the contract. The proposed contract is for ten-years with an option for an additional ten-years, upon mutual agreement by the City and Valley Transit. The proposed lease agreement (attached) allows the City to terminate the lease at any time for any reason by giving 90 days advance written notice to the lessee.

POLICY ISSUES:

City Council must approve any lease agreement longer than one year in length.

PLAN COMPLIANCE:

STRATEGIC PLAN:

- Fix and improve the City's infrastructure

COMPREHENSIVE PLAN:

- 4.1 Carefully protect and enhance Downtown's visual character, the most important single aspect of the city's identity, through historic preservation activities, complementary infill development, and sensitively designed public works.
- LU Policy 1.6 Develop Walla Walla's downtown in a way that encourages sustainability and supports community vitality.
- ED Policy 6.2 Encourage Downtown's continued revitalization through appropriate development, redevelopment, and rehabilitation.
- ED Policy 8.2 Maintain and improve the built environment of sidewalks, parks, paths and other public amenities that visitors will enjoy and utilize.
- PR Policy 1.9 Evaluate existing parks and facilities to maximize efficient maintenance and operating practices and improve safety and accessibility for all users.

ALTERNATIVES:

Council could reject the lease proposal and choose not to lease the park to the Valley Transit or could choose to modify the lease.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the proposed lease agreement that will allow the Valley Transit to continue to lease the former Crawford Park.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-19
Contract

RESOLUTION NO. 2022-19

A RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH VALLEY TRANSIT, AND TAKING OTHER ACTION IN CONNECTION THEREWITH

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Walla Walla City Council, by RCW 35A.11.020 through RCW 35A.13.230, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law with respect to the use, leasing, and disposition or other use of real or personal property; and

WHEREAS, the Walla Walla City Council possesses authority to "use, enjoy, hold, lease, control, convey or otherwise dispose of" real and personal property for the common benefit pursuant to RCW 35A.11.010 of the Revised Code of Washington; and has "all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate and are not in conflict with the provisions specifically applicable to code cities" pursuant to RCW 35A.21.160; and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have "'the broadest powers of local self-government consistent with the Constitution of this state.'" RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[;]"and

WHEREAS, Valley Transit sought to lease Crawford Park to use as a transit station; and

WHEREAS, the Walla Walla City Council passed City Resolution 2018-131 (Dec. 19, 2018) authorizing execution of a lease agreement; and

WHEREAS, Valley Transit seeks to extend the lease agreement; and

WHEREAS, the Walla Walla City Council has considered this matter during a regular and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that this Resolution is for the common benefit and that good government and the best interests of the City of Walla Walla will be served by passage of this Resolution;

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The Walla Walla City Manager is hereby authorized and directed to execute a lease agreement with Valley Transit on behalf of the City of Walla Walla for use of Crawford Park as a transit station.

Section 2: The City Manager of the City of Walla Walla, and/or the designee of the Walla Walla City Manager, is hereby authorized and empowered to execute amendments, and modifications to the lease agreement authorized by section 1 herein on behalf of the City of Walla Walla, provided that such amendments and modifications are reported to the Walla Walla City Council and made available for public inspection.

Section 3: The City Manager of the City of Walla Walla is designated as the chief administrative official and authorized representative in all matters arising out of participation in the lease agreement between the City of Walla Walla and the Valley Transit; provided that the City Manager may designate members of the administrative service of the City to act on behalf of the City of Walla Walla with respect to the lease. The City Manager of the City of Walla Walla, and/or designees of the Walla Walla City Manager, are hereby authorized, empowered, and directed to comply with lease requirements, enforce the lease, and to take such action which may be necessary on behalf of the City of Walla Walla.

Section 4: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the lease agreement and any amendments or modifications authorized by this resolution, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

After recording return to Walla Walla City
Clerk, 15 N. 3rd Ave., Walla Walla, WA 99362

LEASE AGREEMENT

THIS lease made this _____ day of January, 2022 by and between CITY OF WALLA WALLA, hereinafter referred to as lessor, and THE WALLA WALLA COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY, DBA Valley Transit, a municipal corporation of the State of Washington, hereinafter referred to as, lessee.

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the parties agree as follows:

1. **PREMISES:** Lessor does hereby lease to lessee, and lessee leases from lessor, upon all of the terms and conditions hereinafter set forth, those certain premises (commonly known as Crawford Park, and excluding the public sidewalks abutting the premises on Main St. and further excluding all of the parking lot and vehicle passage areas) displayed in the map attached as Exhibit A.

2. **TERM:** The term of this lease shall be deemed to have commenced on February 14, 2022 and shall terminate on February 13, 2032. The agreement may be renewed in writing by mutual agreement of the parties for an additional ten (10) year period prior to expiration.

3. **RENT:** Lessee shall timely provide rent to lessor. Rent shall consist of a cash payment in the amount of one dollar (\$1.00) each year plus lessee's maintenance of and assumption of liability for the premises (and other commitments made herein). Payment of the cash portion of the rent shall be due and payable by no later than January 15 of each year.

4. **TAXES, FEES AND LICENSE CHARGES:** Lessee shall timely pay all federal state and local fees, taxes, and license charges assessable in connection with the use of the leased premises, except for taxes on the real property owned by the lessor. Lessee shall also timely pay to lessor the state leasehold excise tax due under Chapter 82.29A of the Revised Code of Washington, and such other leasehold tax(es) which may apply. Lessee shall also timely pay any additional taxes, assessments, or other governmental charges resulting from improvements to the leased premises under Title 84 of the Revised Code of Washington, and such other personal property tax(es) which may apply.

5. USE OF PREMISES: The leased premises will be used by Valley Transit as a transit station as defined by section 9.91.025 of the Revised Code of Washington. Lessee shall conduct no other use on the property without the advance written consent of Lessor.

A. IMPACTS & INTERFERENCE: The leased premises shall be used and maintained by lessee in a manner which does not cause unreasonable adverse impacts or objectionable interference to adjacent or nearby properties, or uses. Lessee shall respond in writing within ten (10) days of receipt of written notification from lessor that an unreasonable adverse impact or objectionable interference has occurred. In its response, lessee may propose measures to remedy such impacts or interference.

B. REPAIRS AND MAINTENANCE: Lessee shall, at its own expense, maintain the leased premises free from debris and in reasonably good repair and condition. Lessee shall have the sole responsibility, at its own expense, for the maintenance of the landscaping of the property, including trimming of trees, bushes, and grass, and shall keep the leased premises reasonably free of noxious weeds and other invasive species of weeds. Lessee shall not remove, replace, plant, or maintain trees on the leased premises without first obtaining a permit from the City of Walla Walla municipal arborist. Lessee shall, at its own expense be responsible for maintenance and repair of the sprinkler system and electrical systems on leased premises.

C. IMPROVEMENTS: Lessee shall construct no permanent improvements upon the leased premises or make other alterations to the leased premises without the advance written consent of lessor. The parties agree that all improvements to the leased premises constructed, installed, maintained, shall become and remain the property of lessor.

D. UTILITIES: Lessor shall provide water for irrigation purposes only, via existing service(s). Lessee shall provide for maintenance of the irrigation system. Any changes to the irrigation system necessary due to new construction shall be the responsibility of Lessee. Lessee shall provide electricity for control of the sprinkler system or other security lighting features, as well as for the electric vehicle charging stations.

E. FARMERS MARKET: Lessee understands and agrees to allow the Downtown Farmers Market to use the Premises in conjunction with its weekend market activities, such areas include the market canopy stage area and areas adjacent and incidental

to the markets weekend operations.

F. WASTE & NUISANCE: Lessee shall not commit spoil or waste on the leased premises, or any portion thereof. Lessee shall not create, maintain or permit occurrence of a nuisance upon the leased premises, or any portion thereof.

6. QUIET ENJOYMENT: Lessor covenants that lessee shall have peaceable and quiet enjoyment of the leased premises subject to the terms and conditions of this agreement.

7. QUIT AND SURRENDER: Upon the expiration of the term of this lease or its termination, lessee shall quit and surrender to lessor the leased premises in as good condition as it was at the commencement of the lease, ordinary wear and depreciation excepted, and lessee shall remove all lessee's property. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease, falls on Sunday, this lease shall expire at noon on the next business day unless it be a legal holiday in which case it shall expire at noon the next business day.

9. HOLD HARMLESS: Lessee hereby agrees to defend, indemnify, hold harmless lessor, its elected officials, officers, agents, and employees against any and all claims, costs, judgments, awards, and liability to any person or entity, of any kind whatsoever, including claims by lessee's own employees to which lessee might otherwise be immune under Title 51 RCW, arising out of the acts or omissions of lessee, its partners, officers, agents, or employees.

Lessee agrees to defend, indemnify, and hold harmless lessor, its elected officials, officers, agents, and employees against any and all claims, costs, judgments, awards, or liability to any person or entity, of any kind whatsoever, including claims by lessee's own employees to which lessee might otherwise have immunity under Title 51 RCW, arising out of lessor's ownership or control of the leased premises, lessee's exercise of the rights granted herein, use of the leased premises by lessee, or lessor's inspection or lack of inspection of work performed by lessee, its partners, officers, agents, or employees.

Inspection or acceptance by lessor, its elected officials, officers, agents, or employees of any work performed by lessee, its partners, officers, agents, or employees shall not be grounds for avoidance of any of these covenants of indemnification.

Lessee further agrees to indemnify, hold harmless and defend lessor, its elected officials, officers, agents, or employees against any claims for damages, of any kind whatsoever, including, but not limited to, business interruption damages and lost profits, due to damage or destruction of

the property of lessee.

Lessee agrees to defend, indemnify, hold harmless lessor, its elected officials, officers, agents, and employees against any and all claims, costs, judgments, awards, and liability to any person or entity, of any kind whatsoever, arising out of lessee's failure to comply with any law, regulation, guideline, standard, or policy of any authorized governmental authorities, as now in effect or as hereinafter amended, relating to hazardous substances found at the leased premises arising out of activities of lessee.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of lessor and lessee, lessee's liability hereunder shall be only to the extent of the negligence of lessee, its partners, officers, agents, and employees.

It is specifically and expressly understood that the indemnification provided herein constitutes lessee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

In the event that lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of lessee, then lessee shall pay all of lessor's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, and the reasonable costs of lessor, including reasonable attorneys' fees of recovering under this indemnification clause.

The provisions of this indemnification clause shall survive the expiration or other termination of this lease.

10. INSURANCE: Lessee shall obtain and continuously maintain, at its sole expense, the following types of insurance:

A. Commercial general liability insurance which includes premises liability coverage, written on an occurrence basis, with combined single limits for bodily injury and property damage not less than one million dollars (\$1,000,000.00) for bodily injury or death to each person;

(1) Such commercial general liability insurance shall include employer's contingent coverage with a limit of not less than one million dollars

(\$1,000,000.00);

(2) Such commercial general liability insurance may include an aggregate limit of not less than two million dollars (\$2,000,000.00);

B. Property insurance shall be written on an all risk basis, covering the full value of Lessee's property and improvements with no coinsurance provisions.

C. Excess insurance over the commercial general liability and with limits of not less than one million dollars (\$1,000,000.00);

D. In addition to the insurance coverage required by subparagraphs 10(A), 10(B), and 10(C) herein, worker's compensation insurance within statutory limits shall be maintained upon all employees of lessee;

E. The insurance policies required by paragraph 10 shall be maintained by lessee throughout the term of this lease agreement, and such other period of time during which lessee is occupying the leased premises. Lessee shall provide an insurance certificate, together with an endorsement naming lessor, its elected officials, officers, agents, and employees as additional insureds on the insurance coverage required by subparagraphs 10(A), 10(B), and 10(C) herein. The insurance certificate(s) required by this lease agreement shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance as respects lessor, its elected officials, officers, agents, and employees. Any insurance maintained by lessor, its elected officials, officers, agents, or employees shall be in excess of the insurance maintained by lessee and shall not contribute with it. Any deductibles or self-insured retentions must be declared to and approved by lessor. Payment of deductibles and self-insured retentions shall be the sole responsibility of lessee.

11. ASSUMPTION OF RISK AND SUBROGATION WAIVER: Lessee assumes the risk of damage to its property located on the leased premises. Lessee covenants not to bring suit, and release and waive any and all claims against, lessor, its elected officials, officers, agents, and employees for damage to or destruction of the property of lessee caused by or arising out of the errors or omissions of lessor, its elected officials, officers, agents, and employees, except to the extent any such damage or destruction is caused by or arises from willful and malicious action on the part of lessor.

Lessee shall have the sole responsibility, at lessee's own expense, to keep its property insured against loss or damage by fire, windstorm, and all other casualties, of any kind whatsoever. All insurance policies shall contain a waiver of subrogation clause waiving rights of recovery against lessor, its elected officials, officers, agents, and employees.

12. TERMINATION: This agreement shall terminate upon its expiration as provided in paragraph 2 herein.

A. EARLY TERMINATION FOR DEFAULT OR BREACH: Each of the following events shall constitute a default or breach of this lease by lessee for which lessor may terminate this lease prior to its expiration:

(1) Failure to pay rent when it shall become due, provided however, that lessee shall have the right to cure any default for nonpayment by making the payment due within three (3) days after written notice thereof by lessor to lessee.

(2) Failure by lessee to perform or comply with any of the other conditions or covenants of this lease which are reasonably within its control if such nonperformance shall continue for a period of thirty (30) days after written notice thereof by lessor to lessee.

B. EARLY TERMINATION BY MUTUAL AGREEMENT: The parties may terminate this lease prior to its expiration at any time by mutual written agreement.

C. UNILATERAL EARLY TERMINATION BY LESSEE: Lessee may unilaterally terminate this lease prior to its expiration at any time by giving thirty (30) days advance written notice to lessor upon the occurrence of one or more of the following causes:

(1) Casualty The occurrence of fire, windstorm, or other casualty to the leased premises if the damage caused by the fire, windstorm, or other casualty may reasonably be expected to disrupt lessee's operations at the leased premises for more than forty-five (45) days.

(2) Condemnation. The occurrence of condemnation of the leased premises by any authorized governmental authority. In the event of condemnation, lessee may make claim on its own behalf against condemner for any losses or damages suffered by lessee arising out of such condemnation.

D. UNILATERAL EARLY TERMINATION BY LESSOR: Lessor may

unilaterally terminate this lease prior to its expiration at any time for any reason by giving ninety (90) days advance written notice to lessee.

E. BANKRUPTCY: Anything elsewhere in this lease to the contrary notwithstanding, this lease may be unilaterally terminated by lessor immediately by the sending of a written notice to lessee within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming lessee as the debtor; or (2) the making by lessee of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither lessee nor any person claiming through or under lessee, or by reason of any statute or order of court, shall thereafter be entitled to possession of the leased premises but shall forthwith quit and surrender the leased premises.

F. CREATION OF LIEN: Anything elsewhere in this lease to the contrary notwithstanding, this lease may be unilaterally terminated by lessor immediately by the sending of a written notice to lessee in the event that any acts or omissions of lessee cause, result in, or contribute to the filing of any lien against the leased premises.

13. COMPLIANCE WITH PROVISIONS OF LAW: Nothing herein shall relieve lessee from compliance with any federal, state or local laws, regulations, or other requirements, of any kind whatsoever, which may apply. Nothing herein shall be deemed to affect the lessor's authority to exercise its police powers or rely upon such other remedy or remedies provided by law.

14. ENTIRE AGREEMENT: This lease constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts and understandings, written or oral.

15. MODIFICATION: The provisions of this lease may be modified only by mutual written agreement of the parties.

16. ASSIGNMENT: Lessee may not assign its rights and obligations under this agreement or sublease the leased premises, or any portion thereof, without the consent of the lessor which may be withheld at lessor's sole discretion.

17. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The provisions of this lease shall be binding upon the legal representatives, administrators, sublessees, guarantors successors and assigns of the parties hereto.

18. WAIVER: No waiver or forbearance of any breach of any term or condition of this

agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of this same, or of any other, term or condition, and the acceptance of any performance hereunder or payment of any sum of money after the same has become due, or at a time when any other default exists hereunder, shall not constitute a waiver of the right to demand payment of all sums owing, or a waiver of any other default then or thereafter existing.

19. NOTICES: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, and shall be deemed to be given upon the date of mailing. Either party may change its address provided herein by providing written notice of a change of address to the other party at the other party's last address of record.

A. LESSORS' ADDRESS. The address of lessor for any notice or payment required herein shall be:

City Manager
City of Walla Walla
15 N. 3rd Ave.
Walla Walla, WA 99362.

B. LESSEE'S ADDRESS. The lessee's address for any notice required herein shall be:

General Manager
Walla Walla Valley Transit
1401 W. Rose Street
Walla Walla, WA 99362

20. APPLICABLE LAW: This agreement shall be governed by and construed in accordance with the laws of State of Washington.

21. VENUE: Walla Walla County shall be the venue for any dispute arising out of this agreement or any question regarding its construction or interpretation.

22. RECORDING: Lessor shall record a copy of this lease agreement or a memorandum hereof as may be required by law with the appropriate recording officer.

23. SEVERABILITY: Any provision of this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement.

CITY OF WALLA WALLA, Lessor
By Nabel Shawa, City Manager

State of Washington
County of Walla Walla

I certify that I know or have satisfactory evidence that Nabel Shawa is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Walla Walla to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

Lessee, Walla Walla County Public Transportation
Benefit Area Authority, dba Valley Transit
By: _____
Its: _____

State of Washington
County of Walla Walla

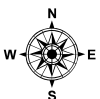
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for the State of Washington
residing at _____

My appointment expires: _____

"Exhibit A" - Lease Premises



Print Date: 7/17/2018

0 10 20 40 Feet

The City of Walla Walla does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user.





ar-4530

Pgs. 72-73

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Utility Bill Round Up Project Designation

Submitted For: Andy Coleman, Parks and Recreation, Parks Administration

Financial Comments:

Approximately \$4,000 to \$5,000 is generated annually through the Utility Bill Round Up program

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorize Utility Bill Round Up program funds to be dedicated to the Pioneer Park playground project

Information

HISTORY:

The Utility Bill Round Up program provides residents the opportunity to contribute to a capital improvement within the Parks and Recreation Department by rounding up their utility bill to the nearest dollar (or a higher amount). For the last two years the Round Up program funds have gone to the Vista Terrace Park playground project in order to construct a new playground at this park. The playground project was recently completed and it is time to designate a new project to receive Utility Bill Round Up funds.

Staff recommends that the Pioneer Park playground project be selected as the new beneficiary of Utility Bill Round Up funds. Pioneer Park is the next park scheduled to receive playground improvements. A committee has been formed recently and is working toward identifying funding for this project that will likely take place in 2023 or 2024. The committee plans to make the new playground at Pioneer Park a designation playground, including being completely ADA accessible. The cost of this project is expected to be \$1.5 to \$2 million. It is anticipated that a significant amount of project funding will be able to be obtained through grants and donations.

The Parks, Recreation & Urban Forestry Advisory Board considered this staff recommendation at its meeting on January 3, 2022 and voted unanimously to recommended the City Council designate the Pioneer Park playground project as the identified project for Utility Bill Round Up donations.

POLICY ISSUES:

City Code (3.98.010) gives residents a means to voluntarily donate toward worthwhile capital improvements within the Parks and Recreation Department.

PLAN COMPLIANCE:**STRATEGIC PLAN:**

Strategic Initiative #2: Fix and Improve the City's Infrastructure

COMPREHENSIVE PLAN:

PR Policy 1.2 Provide a variety of recreational facilities and opportunities to make recreation more accessible, attainable, and attractive for all ages and abilities of users, and to build a sense of community.

ALTERNATIVES:

The City Council could select an alternative project for the designated revenues to be applied to or eliminate the Utility Bill Round Up program all together.

STAFF RECOMMENDATION:

Approve resolution authorizing Utility Bill Round Up funds to be dedicated to the Pioneer Park playground project.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

No file(s) attached.



ar-4566

Pgs.74-84

City Council - Regular Meeting

Meeting Date: 02/09/2022

Submitted For: Kammy Hill, Support Services

Add'l Contributors:

Information

ITEM TITLE:

Approves minutes of January 24 Work Session and January 26 regular meeting.

Attachments

01-24-22 Minutes

01-26-22 Minutes

WALLA WALLA CITY COUNCIL
Work Session Minutes
January 24, 2022

1. CALL TO ORDER

Mayor Scribner called the meeting to order at 4:00 p.m.

Present: Councilmembers Brian Casey, Rick Eskil, Ted Koehler, Steve Moss, Susan Nakonieczny, Gustavo Reyna, and Mayor Tom Scribner.

Absent: None

City staff in attendance: City Manager Nabel Shawa (virtually), Deputy City Manager Elizabeth Chamberlain, City Attorney Tim Donaldson, Police Chief Scott Bieber, Human Resources Director Pam Taylor, Development Services Director Preston Frederickson, Police Captain Chris Buttice, and City Clerk Kammy Hill.

2. ACTIVE AGENDA

A. Police Body Camera grant discussion follow up.

Staff responded to the questions and issues raised at the last Work Session. The deadline for the grant has been extended by two weeks.

The following members of the Chief's Advisory Committee spoke in support of a body worn camera program:

- Sandy Garcia
- Dick Morgan
- Kanesha Henderson
- Noah Leavitt

There was discussion and comments on a body worn camera program for police including:

- Citizen involvement in the development of policies to address privacy concerns.
- An additional staff member would be necessary to not only respond to public records requests but also to provide redacted camera footage to both the City Attorney's office and the County Prosecuting Attorney's office, which in turn will need to be made available to defense counsel.
- Funding the program through American Rescue Plan Act money.

WORK SESSION MINUTES

JANUARY 24, 2022

PAGE 2

- Pending State legislation.
- The cameras may be linked to the same cameras used by the Sheriff's Department and College Place Police Department.
- A body worn camera program will be a long-term commitment and will help build community trust and demonstrate departmental transparency.

The City Council will be voting on whether to accept the \$90,000 grant over three years on January 26.

- B. Housing discussion:
- a. Mobile home parks.
 - b. Multi-family property tax exemption.

Councilmember Reyna provided an overview of the issues he would like addressed through changes to the multi-family property tax exemption program and zoning protection for mobile home/manufactured home parks. Moratoriums are suggested for both the acceptance of applications for the multi-family property tax exemption and redevelopment of mobile home/manufactured home parks.

Staff reviewed:

- The City cannot prohibit the sale of mobile home/manufactured home parks.
- Difference in zoning between Walla Walla and College Place, and process to amend the Comprehensive Plan and Zoning map to include a designation for mobile home parks versus allowing them in the many different zones they are currently allowed in.
- Current State law requires twelve months' notice to residents of mobile home parks and filed with the County Auditor for any change of use.
- Rancho Villa mobile home park is in talks with City staff regarding expanding the park.
- There is nothing to indicate an immediate need for any type of moratorium on the redevelopment of mobile home/manufactured home parks.
- The work and composition of the ad hoc affordable housing task force.
- State legislation broadening the authority of cities in applying the multi-family property tax exemption.

WORK SESSION MINUTES

JANUARY 24, 2022

PAGE 3

There was discussion on:

- The task force is looking at other ways to incentivize affordable housing.
- Determining if Riley Clubb is agreeable to continuing to work on the task force.
- Councilmember Reyna will be appointed to the task force.
- Staff will not be approving any applications for multi-family property tax exemptions.
- Notice requirements if mobile home parks are to be redeveloped.
- Focusing immediate efforts of the ad hoc task force on the more pressing issues.
- Recent State legislation providing cities more discretion on multi-family property tax exemptions.
- Communicating to mobile home park residents that are feeling housing insecurity.

3. OTHER BUSINESS

No other business was discussed.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 6:07 p.m.

WALLA WALLA CITY COUNCIL
Regular Meeting Minutes
January 26, 2022

1. CALL TO ORDER

Mayor Scribner called the meeting to order at 6:30 p.m.

Present: Councilmembers Brian Casey, Rick Eskil, Ted Koehler, Steve Moss, Susan Nakonieczny, Gustavo Reyna, and Mayor Tom Scribner.

Absent: None.

City staff in attendance: City Manager Nabel Shawa, City Attorney Tim Donaldson, Deputy City Manager Elizabeth Chamberlain, Fire Chief Bob Yancey, Police Chief Scott Bieber, Deputy Fire Chief Eric Wood, Deputy Fire Chief John Knowles, Development Services Director Preston Frederickson, Library Director Erin Wells, Senior Planner Jon Maland, Police Captain Chris Buttice, and City Clerk Kammy Hill.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

The following asked the City Council to remove the requirement for property owner authorization to allow Bacon & Eggs to keep the parklet in front of their business:

- Susan Janelle
- Leroy Cunningham
- Katherine Donlon
- Michelle, owner of Bacon & Eggs
- Nathaniel Farnham
- Darren Digiacinto
- RL McFarland
- Glynis McClellan
- Vicky McClellan
- Mel Sorenson

Staff reviewed the legal issues surrounding the ownership of Main Street. The property under Main street west of 1st Avenue is owned by the City, where the City only has a dedicated easement for transportation related activities for Main Street for the property lying east of 1st Avenue. This

WALLA WALLA CITY COUNCIL MINUTES
JANUARY 26, 2022
PAGE 2

means the property owner must either agree to allow the parklet or require its removal. The City has worked long and hard to identify alternative solutions without success. The streateries were implemented in response to the COVID-19 pandemic, which is still ongoing, and it is very disappointing that the property owners are being shortsighted and negatively impacting their tenant. The citizen satisfaction survey shows most residents and visitors enjoy them.

Council thanked the speakers for their comments and asked staff to continue to seek all possible solutions. Council also expressed their disappointment with the property owners.

4. CONSENT AGENDA

Staff introduced the Consent Agenda, Items A and B, as follows:

- A. Resolution No. 2022-07 authorizing acceptance of a grant in the amount of \$27,442.80 from Firehouse Subs Public Safety Foundation and authorizing the purchase of an E-hydraulic Holmatro cutter, spreader, and accessories (commonly known as the "jaws of life").
- B. Approval of minutes of the January 10, 2022, Work Session and the January 12, 2022, regular meeting.

Mayor Scribner invited public input. No one chose to address the City Council on any of these items.

Staff provided a brief report on Item A.

Councilmember Moss moved to adopt Consent Agenda Items A and B. Councilmember Nakonieczny seconded the motion. The motion unanimously carried with 7 yes votes and 0 no votes.

5. ACTIVE AGENDA

- A. Resolution No. 2022-08 determining that the City will accept the proposed annexation for the Narum and Burseth Properties at 3080 and 3082 Cottonwood Road.

Staff provided an overview of the annexation process and boundaries of the proposed annexation.

WALLA WALLA CITY COUNCIL MINUTES
JANUARY 26, 2022
PAGE 3

Mayor Scribner invited public input. No one chose to address the City Council on this item.

There was brief discussion on the annexation process and maximum number of homes that could be constructed on the property.

Councilmember Moss moved to adopt Resolution No. 2022-08.
Councilmember Koehler seconded the motion. The motion unanimously carried with 7 yes votes and 0 no votes.

- B. Resolution No. 2022-09 authorizing the purchase of twenty-six 3M Scott Air-Paks, masks with associated communications upgrades, spare cylinders, and 2 RIT packs for rescue in the amount of \$312,000 from Seawestern Fire Fighting Equipment.

Staff reviewed the need to replace the existing Honeywell self-contained breathing apparatus. Staff worked with Walla Walla County Fire District No. 4 and City of College Place to coordinate the joint purchase at a fifteen percent savings to the agencies.

Mayor Scribner invited public input. No one chose to address the City Council on this issue.

There was brief discussion on funding for the replacement equipment and whether there is any existing warranty for a claim against Honeywell.

Councilmember Eskil moved to adopt Resolution No. 2022-09.
Councilmember Nakonieczny seconded the motion. The motion unanimously carried with 7 yes votes and 0 no votes.

- C. Resolution No. 2022-06 authorizing the write-off of \$77,024 at the Collection Bureau for 419 library accounts.

Staff reported on the efforts to remove economic barriers to library services. Any account over \$100 was sent to the Collection Bureau. These old accounts date back over thirty-six years and have a very negative impact on people's lives. The Library would like to get the materials back and hope this action encourages people to return them. All delinquent accounts over six years old would be written off if approved by Council.

WALLA WALLA CITY COUNCIL MINUTES
JANUARY 26, 2022
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Mayor Scribner invited public input. No one chose to address the City Council on this issue.

There was brief discussion on the accounts that the Collection Bureau has determined to be non-recoverable and cleaning up uncollectible accounts.

Councilmember Koehler moved to adopt Resolution No. 2022-06. Councilmember Reyna seconded the motion. The motion unanimously carried with 7 yes votes and 0 no votes.

- D. Resolution No. 2022-10 determining to proceed with a grant from the Bureau of Justice Assistance of the Office of Justice Programs for \$90,000 over three years towards the acquisition of body-worn cameras for police officers.

Staff reported there have been two extensive discussions at Work Sessions.

Council expressed their individual opinions on the issue of body-worn cameras.

Councilmember Moss moved to adopt Resolution No. 2022-10. Councilmember Eskil seconded the motion. The motion unanimously carried with 7 yes votes and 0 no votes.

6. COUNCIL MEMBER MEETING REPORTS

Councilmember Moss reported attendance at the Valley Transit Board meeting; the Work Session; the Chief's Advisory Committee meeting; and the ad hoc affordable housing task force.

Councilmember Nakonieczny reported attendance at the Downtown Walla Walla Foundation Board meeting; the Valley Transit Board meeting; and the Work Session.

Councilmember Koehler reported attendance at the Emergency Management Board meeting; the Water & Wastewater Advisory Committee meeting; the Sustainability Committee meeting; the Valley Transit Board meeting; the Work Session; and the ad hoc affordable housing task force.

WALLA WALLA CITY COUNCIL MINUTES
JANUARY 26, 2022
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Mayor Scribner reported attendance at the Arts Commission public hearing on the deaccessioning of the Marcus Whitman Statue; a meeting with Councilmember Moss; and the Work Session.

7. UNFINISHED AND NEW BUSINESS

There was discussion on how to recognize City employees for outstanding service; reviewing issues being discussed during Council Member meeting reports; and engaging community stakeholders and promoting their work within the community. These are topics that will be discussed at the March 19 retreat.

Councilmember Moss moved to confirm the appointment of the City Council representatives as proposed by the Mayor; and provides declaration of remote interests pursuant to RCW 42.23.040 for any contracts entered into with the associated organizations as follows:

Voting Membership	Appointee(s)
Blue Mountain Action	Gustavo Reyna
Borleske Stadium	Andy Coleman Elizabeth Chamberlain
Firemen's Pension	Tom Scribner Rick Eskil
Good Roads Transportation Assoc; Dist. 5 (3 counties).	Brian Casey Susan Nakonieczny
Infrastructure Improvement Committee	Ted Koehler
LEOFF Board	Tom Scribner Rick Eskil
Lodging Tax Advisory Committee	Ted Koehler
Metropolitan Planning Org (MPO	Brian Casey
Solid Waste Advisory Committee (SWAC)	Susan Nakonieczny
Valley Transit (PTAB)	Steve Moss, Rick Eskil, Susan Nakonieczny
Volunteer Firemen's Board	Tom Scribner Brian Casey
WW County Emergency Management Board	Gustavo Reyna
External Liaisons	Appointees
Blue Mountain Humane Society	Rick Eskil

WALLA WALLA CITY COUNCIL MINUTES
JANUARY 26, 2022
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Downtown WW Foundation	Gustavo Reyna
Cannara Sister City	Steve Moss
Mill Creek Coalition	Tom Scribner
Sasayama Sister City Affiliation	Brian Casey
WW Valley Pioneer & Historical Society aka Fort Walla Walla Museum	Susan Nakonieczny
Ex-Officio/No Vote Liaisons	Appointee(s)
Arts Commission	Tom Scribner
Bicycle & Pedestrian Advisory Committee	Tom Scribner
Civil Service Commission	Steve Moss
CDBG Consolidated Plan Advisory Group	Ted Koehler
Hearing Examiner	Brian Casey
Historic Preservation Commission	Gustavo Reyna
Hotel & Motel Commission	Ted Koehler
Library Board	Tom Scribner
Parks, Recreation & Urban Forestry Advisory Board	Steve Moss
Planning Commission	Rick Eskil
Sustainability Committee	Rick Eskil
Transportation Benefit District Advisory Committee	Steve Moss
Visit Walla Walla	Rick Eskil
Water/Wastewater Advisory Committee	Brian Casey
Council Committees	Appointees
Boards and Commissions	Susan Nakonieczny (Chair), Steve Moss, Gustavo Reyna
Finance Committee	Steve Moss (Chair), Tom Scribner, Ted Koehler
Legislative Committee	Rick Eskil (Chair), Tom Scribner, Gustavo Reyna
Ad Hoc Housing Committee	Ted Koehler (Chair), Steve Moss, Gustavo Reyna

Councilmember Koehler seconded the motion. The motion unanimously carried with 7 yes votes and 0 no votes.

Staff provided an update on the recruitment for a new police chief.

WALLA WALLA CITY COUNCIL MINUTES
JANUARY 26, 2022
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8. EXECUTIVE SESSION

Mayor Scribner announced the City Council will be recessing to Executive Session to discuss with legal counsel litigation or potential litigation to which the City is a party or is likely to become a party pursuant to RCW 42.30.110(1)(i). The Executive Session will last no more than one hour, and the Council may come back in open session.

The meeting was recessed at 8:37 p.m.

9. ADJOURNMENT

There being no further business in open session, the meeting adjourned at 9:43 p.m.



ar-4486

Pgs. 85-92

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Poplar (5th - Colville) Construction Bid Award to Apollo, Inc. in the amount of \$6,466,939.93

Submitted For: Monte Puymon, Public Works Department

Project No:
TBD9026

Financial Comments:

Construction contract bid award in the amount of \$6,466,939.93. The engineers estimate for the project was \$6M.

All Contracts:

Yes

Federally funded contracts only:

Yes

Construction contracts only:

Yes

Brief Summary of Requested Action:

This is a bid award for the Poplar (5th - Colville) Transportation Benefit District project to Apollo, Inc. in the amount of \$6,466,939.93.

Information

HISTORY:

WHAT IS THIS CONTRACT FOR?

This is a construction contract with Apollo, Inc. for the Poplar (5th - Colville) TBD project.

BACKGROUND/SUMMARY:

Poplar Street is ranked #8 on the 2012 TBD Criteria Ranked Project List. In 2018, the City initiated the Alder/Poplar Corridor Study which engaged the public to determine the best use of the corridor. The reconfiguration from 4 travel lanes, to 2 travel lanes, a center turn lane, and the addition of bike lanes was approved by Resolution 2019-026, 2019-027, and Ordinance 2019-03. The replacement of traffic signals with Rapid Rectangular Flashing Beacons (RRFB's) was approved by Resolution 2020-083. This phase of Poplar Street is approximately 0.4 miles of the 2.4 mile corridor. The project limits are shown in the attached vicinity map. Work includes full road width reconstruction, ADA ramps, select sidewalk replacement, all new street signage, landscaping & irrigation including removal of hardscaped areas and replacement with street trees, replacement of the water and sewer utilities, all new illumination (street lighting), replacement of the storm system that discharges to Mill Creek with an infiltration design, and traffic signal - upgrades, removal, and replacement with RRFB's.

The City has been awarded three (3) grants totaling \$3,805,831 as follows:

- \$1,250,000 City Safety Program Grant (WSDOT - HSIP) - Resolution 2021-15.
- \$1,232,216 Stormwater Financial Assistance Program Grant (DOE) - Resolution 2021-14
- \$1,323,615 Surface Transportation Block Grant (WSDOT/WWVMPO/FHWA) - Resolution 2021-12

This project, along with the adjacent 0.4 mile Alder/Poplar TBD (Colville - Merriam) project are both planned for construction this year, 2022.

BIDDING DETAILS

On January 10, 2022, staff published a call for bids on the Poplar (5th - Colville) TBD project. 17 plan sets were purchased by potential bidders. On February 1, 2022, two bids were received and opened. The engineer's estimate for the project was \$6M. The low bidder was Apollo, Inc. with a bid in the amount of \$6,466,939.93. This bid has been reviewed by staff and determined to be responsive and responsible. Additionally, the Disadvantaged Business Enterprise (DBE) documentation was reviewed by our WSDOT grant authority, and approved for award on February 2, 2022.

POLICY ISSUES:

The Poplar (5th - Colville) TBD project is consistent with the goals of the TBD. The project has been reviewed and approved annually by the TBD Citizen Advisory Committee, from the Corridor Study level through design, most recently in the 2021 TBD Annual Report & Work Plan. The project is also consistent with the goals of the Council adopted 2022-2027 Capital Facilities Plan, per Ordinance 2021-38. Finally, the planting of 67 trees is consistent with our Urban Forestry Management Plan.

Contract awards of \$20,000 or more require Council approval.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Strategic Initiative 2 - Long Term: Fix and Improve the City's Infrastructure.

Objectives:

1. Use technology to provide better service and to improve management of operations.
2. Continue work on the City's Transportation Network (e.g. streets, sidewalks, bridges, etc.)
3. Manage the City's Urban Forest

COMPREHENSIVE PLAN:

Economic Development Goal 2 Walla Walla has high-quality infrastructure to support economic development.

ED Policy 2.1 Provide the infrastructure needed for business and industries to locate in Walla Walla, including utilities, transportation connections, and suitable land capacity.

Economic Development Goal 6 Downtown Walla Walla is full of thriving businesses and is recognized and celebrated as the center of the community.

ED Policy 6.2 Encourage Downtown's continued revitalization through appropriate development, redevelopment, and rehabilitation.

ED Policy 6.4 Continue the support and encouragement of Tourism based commerce within the Downtown.

ED Policy 8.2 Maintain and improve the built environment of sidewalks, parks, paths and other public amenities that visitors will enjoy and utilize.

Environment and Natural Resources Goal 1 Water, air, and soil resources in Walla Walla

are protected.

ENR Policy 1.1 Implement best management practices, where feasible, to ensure protection of surface and groundwater resources and ecosystems in locations where roadway and highway construction projects are occurring.

ENR Policy 1.6 Preserve and protect healthy mature trees in the community to the greatest extent possible, and promptly plant replacements when they cannot be saved.

Environment and Natural Resources Goal 3 Restore Mill Creek to a natural ecosystem and improve fish habitat while recognizing the vital flood control functions of the channel.

Transportation Goal 1 Promote and develop transportation systems that support and enhance the movement of people and goods to ensure a prosperous economy.

TP Policy 1.1 Improve safety for walking, biking, transit, motor vehicles, and freight at high collision locations identified through data-driven safety analysis.

TP Policy 1.2 Enhance existing and new crossings for pedestrians and bicyclists where appropriate.

TP Policy 1.3 Provide facilities for all modes of transportation.

TP Policy 1.4 Look for opportunities to increase separation between pedestrian and bicycle facilities as part of roadway improvements when deemed appropriate by the City Engineer.

TP Policy 1.6 Increase safety for all road users by implementing adopted lighting level standards and lighting spacing guidelines on roadways.

Transportation Goal 2 Provide for and improve the safety and security of transportation users and the transportation system.

TP Policy 2.1 Improve the efficiency, safety, access, capacity, and reliability of the freight system.

TP Policy 2.2 Establish stable and diverse revenue sources to meet transportation investment needs of the City.

Transportation Goal 3 Provide all users with complete streets that connect the City of Walla Walla's neighborhoods, parks, schools, employment centers, and retail areas.

TP Policy 3.1 Implement complete street projects where feasible to improve the transportation experience for all modes of transportation.

TP Policy 3.6 Encourage transit services and coordinate with transit providers to improve the coverage, quality, and frequency of services, where needed.

Transportation Goal 5 Design and construct transportation facilities in a manner that enhances the livability of the City of Walla Walla and health of its residents.

TP Policy 5.1 Protect the scenic, natural, and cultural resources as well as the historic character of Walla Walla.

TP Policy 5.2 Create a well-connected network of streets, paths, and transit service to provide active transportation options.

TP Policy 5.7 Promote and implement streetscapes that are aesthetically pleasing, safe, and comfortable to residents, visitors, businesses, and property owners.

Transportation Goal 6 Maintain the predictable movement of goods and people throughout the City of Walla Walla to relieve traffic congestion and improve reliability for freight.

TP Policy 6.1 Implement new or improved transportation connections to enhance the efficiency and reliability of the multimodal transportation system.

TP Policy 6.3 Improve travel reliability, safety, and efficiency with system management solutions (e.g., coordinated traffic signal timing).

Capital Facilities and Utilities Goal 1 Walla Walla's capital facilities and utilities are well maintained and up-to-date to meet the demands of growth and economic development.

CFU Policy 1.2 Monitor all public or private water systems; regularly maintain public systems.

Capital Facilities and Utilities Goal 2 Capital facilities and utilities are located in such a way as to provide safe and efficient service to all residents.

CFU Policy 2.3 Design and distribute public facilities and services, including streets and

utilities, to ensure equitable supply and access to all segments of the population.

Capital Facilities and Utilities Goal 5 The sound fiscal management of government services and facilities promotes a transparent and collaborative relationship between government and residents.

CFU Policy 5.1 Plan for rehabilitation of the City's utility infrastructure to ensure safe, reliable, and efficient service.

CFU Policy 5.2 Encourage and pursue, whenever feasible, opportunities to share facilities and costs with different public or private agencies/entities.

ALTERNATIVES:

Council may:

- Award the bid.
- Direct staff to prepare a resolution rejecting all bids and re-bid at a later date.
 - The stormwater facilities constructed in this project, will receive stormwater discharge from the upstream and adjacent Alder/Poplar construction project. Without the construction of these downstream stormwater facilities, we cannot construct the designed Alder/Poplar project upstream. This joint project reliance, the magnitude of work to be completed in a single construction season, along with the required timeline of at least 1-month to rebid, means this option is likely to delay both projects until 2023. This option however will not impact grant funding.

STAFF RECOMMENDATION:

Staff recommends Council approve a resolution awarding the bid for the Poplar (5th to Colville) TBD project to Apollo, Inc.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-17
Vicinity Map
Bid Abstract

RESOLUTION NO. 2022-17

A RESOLUTION AWARDING THE CONTRACT TO CONSTRUCT THE POPLAR STREET (FIFTH AVENUE TO COLVILLE STREET) PROJECT AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla intends to construct improvements included in the Poplar St. (5th Ave. to Colville St.) project; and

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, RCW 35A.40.210 provides in pertinent part that public work or improvement contracts for code cities shall be governed by RCW 35.23.352; and

WHEREAS, RCW 35.23.352 provides in pertinent part that competitive public bids are required for projects of “one hundred sixteen thousand one hundred fifty-five dollars if more than one craft or trade is involved with the public works, or seventy-five thousand five hundred dollars if a single craft or trade is involved[;]” and

WHEREAS, the City of Walla Walla published and advertised a call for competitive bids on January 10 and 17, 2022 for the project; and

WHEREAS, all timely bid proposals have been evaluated and the contractor named in section 1 herein is the lowest responsible bidder, and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution;

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The contract for the Poplar St. (5th Ave. to Colville St.) project is hereby awarded to Apollo, Inc and the City Manager of the City of Walla Walla is hereby authorized, empowered and directed to execute said contract on behalf of the City of Walla Walla.

Section 2: The City Manager of the City of Walla Walla is hereby authorized and empowered to execute amendments, modifications, and change orders to the agreement approved by section 1 herein on behalf of the City of Walla Walla, provided that sufficient appropriations have been made by the Walla Walla City Council, and provided further the aggregate value of all amendments, modifications, and change orders may not exceed twenty-thousand dollars (\$20,000) or ten percent (10%) of the original contract amount, whichever is greater.

Section 3: The City Manager of the City of Walla Walla is also hereby authorized and empowered to execute amendments, modifications, and change orders to the contract authorized by section 1 herein, which do not materially alter the contract authorized by section 1 herein, and also do not increase the financial obligations beyond amounts authorized by sections 1 and 2 herein.

Section 4: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the agreement approved by section 1 herein, and any amendments, modifications or change orders authorized by sections 2 and 3 herein, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

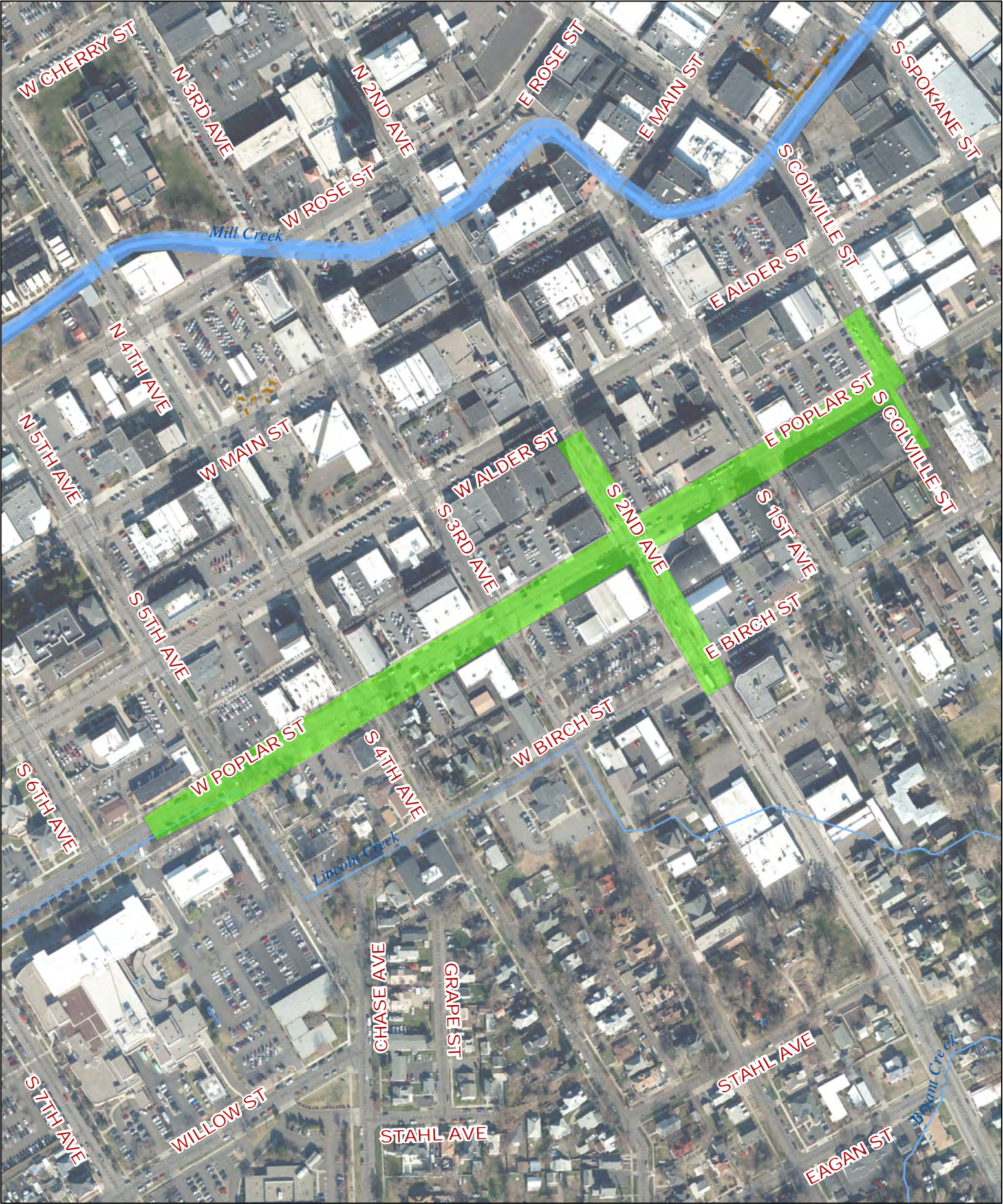
Attest:

City Clerk

Approved as to form:

City Attorney

POPLAR STREET IMPROVEMENTS - COLVILLE TO 5TH



0 105 210 420 Feet
Print Date: 12/16/2020

The City of Walla Walla does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user.



BID OPENING
City of Walla Walla
CITY OF WALLA WALLA
BID OPENING: Tuesday, February 1, 2022 AT 1:00PM

ANC

BIDDER'S NAME	COMPANY HEADQUARTERS	ACKNOWLEDGED ADDENDUM NO. 1 & 2	SIGNED PROPOSAL	DBE PLAN	BID BOND	TOTAL BID
Apollo, Inc	KENNEWICK, WA	YES	YES	YES	YES	\$6,466,939.93
Culbert Construction, Inc.	PASCO, WA	YES	YES	YES	YES	\$6,693,195.19



ar-4542

Pgs. 93-99

City Council - Regular Meeting

Meeting Date: 02/09/2022

Item Title: Poplar (5th - Colville) Construction Engineering Contract with David Evans & Associates, Inc. in the amount of \$575,366

Submitted For: Monte Puymon, Public Works Department

Project No:

TBD9026

Financial Comments:

Time and materials, not to exceed \$575,366. (3,074 hours + materials)

All Contracts:

Yes

Federally funded contracts only:

Yes

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorizes a time and materials, not to exceed, construction engineering contract as Supplemental Agreement #2, in the amount of \$575,366 with David Evans & Associates for the Poplar Street (Colville - 5th) project. The total project cost is estimated at \$7.4M.

Information

HISTORY:

WHAT IS THE CONTRACT FOR? This is a Professional Services Contract amendment with David Evans & Associates, Inc (DEA) for construction engineering of the Poplar Street (5th - Colville) project. Under the WSDOT format required for federal aid projects, this contract is titled Supplemental Agreement #2. Council authorized DEA's original design contract on September 9, 2020.

WHY DO WE NEED TO HIRE A CONSULTANT? There are aspects of the construction engineering of this project which staff does not have the qualifications to perform such as surveying, geotechnical, archeological and cultural resource monitoring/inspection, and materials testing. More significantly, staff does not have the capacity to manage and inspect this project, which to date is the largest city construction project attempted in a single year.

IS THE COST REASONABLE? The not-to-exceed cost of \$575,366 was negotiated by staff with DEA. A general rule of thumb is that construction engineering is about 15% of construction costs. With the construction cost estimated at \$6M, this contract is only 9.6% of estimated construction costs. It is staff's position that the cost is fair and reasonable.

PROJECT INFORMATION: Poplar Street is ranked #8 on the 2012 TBD Criteria Ranked Project List. In 2018, the City initiated the Alder/Poplar Corridor Study which engaged the public to determine the best use of the corridor. The reconfiguration from 4 travel lanes, to 2 travel lanes, a center turn lane, and the addition of bike lanes was approved by Resolution 2019-026, 2019-027, and Ordinance 2019-03. The replacement of traffic signals with Rapid Rectangular Flashing Beacons (RRFB's) was approved by Resolution 2020-083. This phase of Poplar Street is approximately 0.4 miles of the 2.4 mile corridor. The project limits are shown in the attached vicinity map. Work includes full road width reconstruction, ADA ramps, select sidewalk replacement, all new street signage, landscaping & irrigation including removal of hardscaped areas and replacement with street trees, replacement of the water and sewer utilities, all new illumination (street lighting), replacement of the storm system that discharges to Mill Creek with an infiltration design, and traffic signal - upgrades, removal, and replacement with RRFB's.

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\$1,232,216 Stormwater Financial Assistance Program Grant (DOE) - Resolution 2021-14
\$1,323,615 Surface Transportation Block Grant (WSDOT/WWVMPO/FHWA) - Resolution 2021-12

This project, along with the adjacent 0.4 mile Alder/Poplar TBD (Colville - Merriam) project are both planned for construction this year, 2022.

CONSULTANT SELECTION DETAILS: Staff issued a Request for Proposals (RFP) on July 27, 2020. Four (4) Proposals were received for consideration. Staff reviewed the proposals and selected DEA and their sub-consultant team as the most highly qualified per RCW 39.80. Staff is satisfied with thier work to date, and given their leadership in design, they are the most qualified to continue through the construction engineering phase.

POLICY ISSUES:

The Poplar (5th - Colville) TBD project is consistent with the goals of the TBD. The project has been reviewed and approved annually by the TBD Citizen Advisory Committee, from the Corridor Study level through design, most recently in the 2021 TBD Annual Report & Work Plan. The project is also consistent with the goals of the Council adopted 2022-2027 Capital Facilities Plan, per Ordinance 2021-38. Finally, the planting of 67 trees is consistent with our Urban Forestry Management Plan.

Contract awards of \$20,000 or more require Council approval.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Strategic Initiative 2 - Long Term: Fix and Improve the City's Infrastructure.

Objectives:

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COMPREHENSIVE PLAN:

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economic development.

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Capital Facilities and Utilities Goal 1 Walla Walla's capital facilities and utilities are well maintained and up-to-date to meet the demands of growth and economic development.

CFU Policy 1.2 Monitor all public or private water systems; regularly maintain public systems.

Capital Facilities and Utilities Goal 2 Capital facilities and utilities are located in such a way as to provide safe and efficient service to all residents.

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Capital Facilities and Utilities Goal 5 The sound fiscal management of government services and facilities promotes a transparent and collaborative relationship between government and residents.

CFU Policy 5.1 Plan for rehabilitation of the City's utility infrastructure to ensure safe, reliable, and efficient service.

CFU Policy 5.2 Encourage and pursue, whenever feasible, opportunities to share facilities and costs with different public or private agencies/entities.

ALTERNATIVES:

Council may:

- Award the construction engineering contract to DEA.
- Direct staff to select a different consultant. The duration of the process to select a new consultant and get approval through our grant authorities will at best, leave a gap in construction administration and inspection, and at worst, delay the project by a year. This option however will not impact grant funding.

STAFF RECOMMENDATION:

Staff recommends Council approve the resolution awarding the construction engineering contract for the Poplar (5th - Colville) TBD project to DEA.

CITY MANAGER COMMENTS:

Approved for City Council action.

Attachments

Res 2022-18

Vicinity Map

RESOLUTION NO. 2022-18

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC. AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla requires professional services related to its Poplar St. (5th Ave. to Colville St.) project; and

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have “‘the broadest powers of local self-government consistent with the Constitution of this state.’ RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[;]”and

WHEREAS, the City of Walla Walla published a request for proposals on July 27, 2020 in accordance with the requirements of RCW 39.80.030 requesting submission of proposals and statements of qualifications and performance data from by qualified professionals; and

WHEREAS, the City of Walla Walla has evaluated the statement of qualifications and performance data of those parties and firms on file with the City of Walla Walla, together with those submitted by other firms regarding the proposed project, and found that David Evans and Associates, Inc. is the most qualified firm to provide such services to the City of Walla Walla; and

WHEREAS, the Walla Walla City Council passed City Resolution 2020-87 (Sept. 9, 2020) authorizing execution of an agreement with David Evans and Associates, Inc. for design services; and

WHEREAS, the City of Walla Walla requires additional engineering and related services related to the project; and

WHEREAS, David Evans and Associates, Inc. is the most qualified firm to provide such services to the City of Walla Walla; and

WHEREAS, the price of the professional services contract negotiated with David Evans and Associates, Inc. to provide such services is fair and reasonable to the City of Walla Walla; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The City Manager of the City of Walla Walla is hereby authorized, empowered and directed to execute a contract on behalf of the City of Walla Walla with David Evans and Associates, Inc. to provide professional services related to the Poplar St. (5th Ave. to Colville St.) project.

Section 2: The City Manager of the City of Walla Walla is hereby authorized and empowered to execute amendments, modifications, and change orders to the agreement approved by section 1 herein on behalf of the City of Walla Walla, provided that sufficient appropriations have been made by the Walla Walla City Council, and provided further the aggregate value of all amendments, modifications, and change orders may not exceed ten percent (10%) of the contract amount.

Section 3: The City Manager of the City of Walla Walla is also hereby authorized and empowered to execute amendments, modifications, and change orders to the contract authorized by section 1 herein, which do not materially alter such contract, and also do not increase the financial obligations beyond amounts authorized by sections 1 and 2 herein.

Section 4: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the contract and any amendments, modifications or change orders authorized by this resolution, and to attach to each duplicate thereof a copy of this resolution.

PASSED by the City Council of the City of Walla Walla, Washington, February 9, 2022.

Mayor

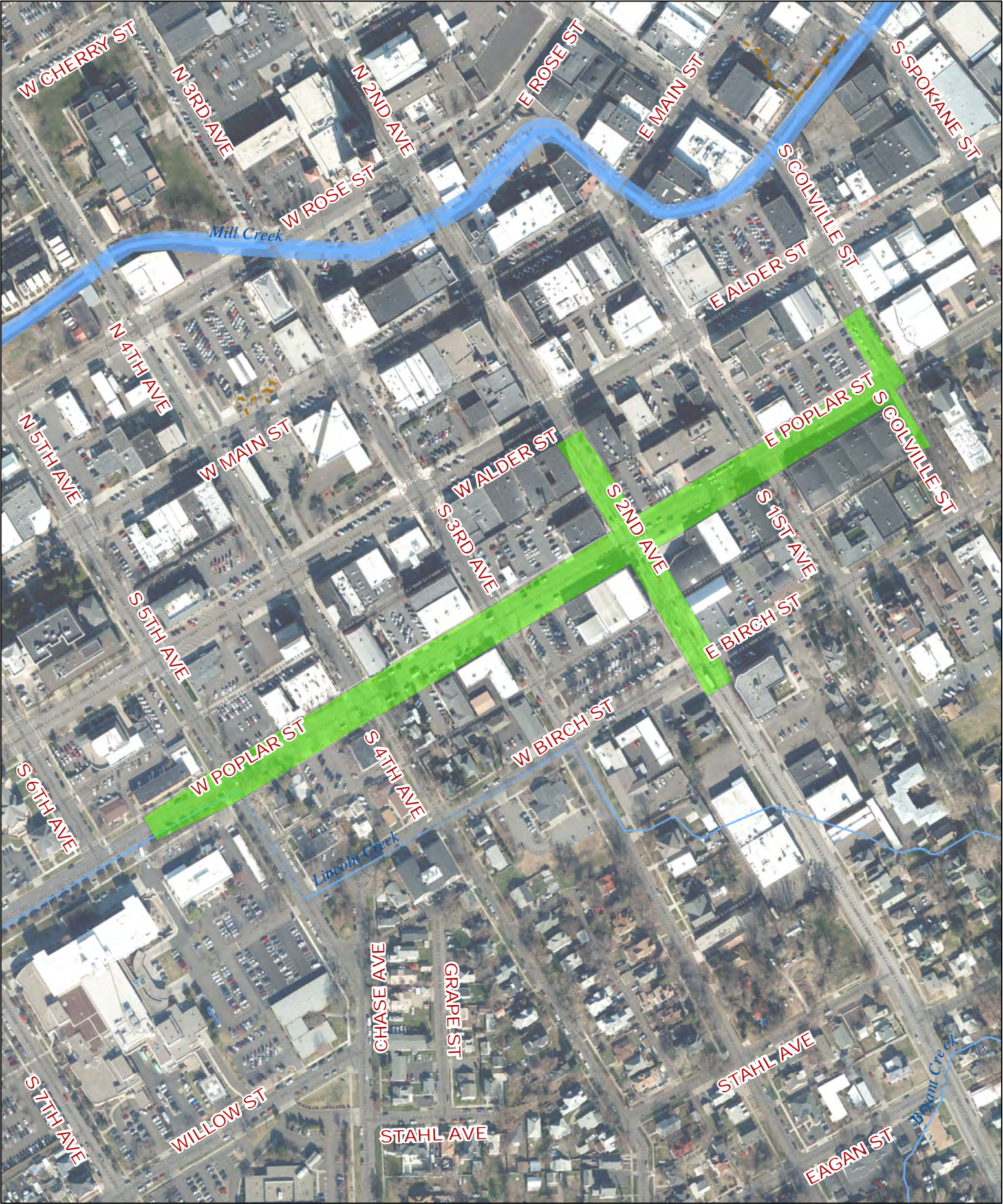
Attest:

City Clerk

Approved as to form:

City Attorney

POPLAR STREET IMPROVEMENTS - COLVILLE TO 5TH



0 105 210 420 Feet

Print Date: 12/16/2020

The City of Walla Walla does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user.





ar-4565

Pgs. 100-118

City Council - Regular Meeting

Meeting Date: 02/09/2022

Submitted For: Jean Teasdale, Finance Department

Add'l Contributors:

Information

ITEM TITLE:

Approves January 1-31, 2022, Check Register Checks 17115-17392; 17394-17411; 17413-17490; 17492-17503; 318; and 320-331 totaling \$5,544,132.90

Attachments

January 2022 Check Register

Check History City of Walla Walla

Checks: #17115-17392; #17394 -17411; #17413-17490; #17492-17503
#318; #320-331

Dates: 01/01/2022 – 01/31/2022

Amount: \$5,544,132.90

I, the undersigned do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, and the claim is a just, due, and unpaid obligation against the City of Walla Walla, Washington and I am authorized to authenticate and certify to said claim.

 2/2/2022
Finance Director

Monthly Check Register

Check #	Date	Vendor	Description	Amount	Clear
318	1/5/2022	AWC Employee Benefits Trust	AWC Medical/Vision Premiums for January 2022	312,606.57	Y
320	1/6/2022	Washington State Department of Licensing	December 2021 - 13 concealed, 4 renew, 2 late renew	528.00	Y
321	1/5/2022	Axiamed	Landfill merchant card services Dec 2021	139.29	Y
322	1/3/2022	Washington Dental Services Inc	Dental Premiums - January 2022	32,710.20	Y
323	1/3/2022	Globalpayments	Merchant card services Development Services	2,291.48	Y
324	1/3/2022	Globalpayments	Merchant card services City Hall	7,989.83	Y
325	1/3/2022	Globalpayments	Merchant card services City Hall Online	32,275.56	Y
326	1/3/2022	Globalpayments	Merchant card services Parks	1,565.11	Y
327	1/7/2022	Webster Bank National Association	HSA Employer Contributions 2022	14,062.50	Y
328	1/3/2022	Axiamed	Merchant card services Landfill	2,026.67	Y
329	1/19/2022	Washington State Employment Security Department	4th Qtr 2021 PFML	24,988.05	Y
330	1/27/2022	Washington State Department of Revenue	Excise and Use tax for December 2021	116,266.19	Y
331	1/28/2022	Washington State Department of Licensing	January 2022 - 5 concealed pistol lic, 8 renewals	234.00	Y
17115	1/6/2022	Government Portfolio Advisors	Monthly Investment Advisory Dec 2021	1,666.58	Y
17116	1/6/2022	Washington Cities Insurance Authority	How To - Practical Guides for Supervisors class.	75.00	Y
17117	1/6/2022	A Worksafe Service Inc	Drug Test Dec 2021	145.00	Y
17118	1/6/2022	Anderson Perry & Associates Inc	LF2201 Landfill Road & Compost Pad Survey	2,845.94	Y
	1/6/2022	Anderson Perry & Associates Inc	LF2201 Road & Compost Pad Improvements Design	3,778.75	Y
	1/6/2022	Anderson Perry & Associates Inc	tbd9023 Alder & Poplar/ Merriam to Colville	38,623.61	Y
17119	1/6/2022	Aramark Uniform Services Inc	Mats & Cleaning of Red Shop Rags	16.34	Y
17120	1/6/2022	Aspect Consulting, LLC	O&M for the Landfill gas and f	3,703.86	Y
17121	1/6/2022	Basin Sod, Inc	Sod - Vista Terrace Park	3,790.35	Y
17122	1/6/2022	Blue Mountain Action Council	Utility Discount Services Dec 2021	330.00	Y
17123	1/6/2022	Blue Mountain Humane Society	December 2021 - animal care services	3,948.24	Y
17124	1/6/2022	Cascade Natural Gas Inc	Natural gas library 238 E Alder	731.94	Y
17125	1/6/2022	Center Point Large Print Inc	Large print book	25.32	Y
17126	1/6/2022	City of Walla Walla	Compost Grass/Yard Tipping	101.71	Y
	1/6/2022	City of Walla Walla	Compost Grass/Yard Tipping	116.06	Y
17127	1/6/2022	Destiny Software Inc	Yearly Software License Maintenance Agenda Quick	4,192.65	N
17128	1/6/2022	Devries Business Management Inc	December 2021 Document destruction Finance 12/2021	10.77	Y
17129	1/6/2022	Fort Walla Walla Museum/	Q4 2021 Lodging Tax Grant Allotment	18,097.00	Y
17130	1/6/2022	George Berg	LEOFF 1 Medicare 10.21	127.50	Y
17131	1/6/2022	Heaston Vision Clinic Inc PS	Leoff 1 Medical Charles Hawman Refraction	75.00	Y
17132	1/6/2022	Kellermeyer Bergensons Services, LLC	WAT Janitorial services	225.00	Y
	1/6/2022	Kellermeyer Bergensons Services, LLC	Credit for 1 day of service	(56.54)	Y
	1/6/2022	Kellermeyer Bergensons Services, LLC	December 2021 - janitorial services	2,727.50	Y
	1/6/2022	Kellermeyer Bergensons Services, LLC	Dispatch janitorial services Dec 2021	410.45	Y
	1/6/2022	Kellermeyer Bergensons Services, LLC	Janitorial Service	6,411.46	Y
17133	1/6/2022	Leaf Commercial Capital Inc	Leased Copiers throughout the City	3,557.76	Y
17134	1/6/2022	Lightfoot's Inc	case 2021-24504 - evidence tow	70.79	Y

	1/6/2022	Lightfoot's Inc	case 2021-24530 - evidence tow	70.79	Y
	1/6/2022	Lightfoot's Inc	case 2021-24697 - evidence tow 12/31/21	70.79	Y
17135	1/6/2022	Lynden Precast LLC	Grave Liners	1,470.00	Y
17136	1/6/2022	Norco Inc	Uniforms for water distribution	442.94	Y
17137	1/6/2022	Northwest Playground Equipment Inc	Playground Part	451.41	Y
17138	1/6/2022	Northwest Solutions Consulting	Dec 2021 State Lobbying Services	1,750.00	Y
17139	1/6/2022	Western Display Fireworks Ltd.	Display canceled - permit fee refunded	100.00	Y
17140	1/6/2022	Mark Gustin	M Gustin Close 140 Merrill	127.64	Y
17141	1/6/2022	OXARC Inc	Cylinder Rental	93.28	Y
17142	1/6/2022	Pacific Power Inc	Power - Ft WW Campground	26.65	Y
17143	1/6/2022	Parametrix, Inc	Solid & Moderate Risk Waste Management Ph 2	17,125.28	Y
17144	1/6/2022	PBS Engineering and Environmental	ST2003 Avery Street Right of Way	989.90	Y
17145	1/6/2022	PBS Engineering and Environmental	IRRP025 Park Street CE Service	41,495.31	Y
17146	1/6/2022	Ponti & Wernette PS	Dec 2021 Indigent Defense Contract	15,400.00	Y
17147	1/6/2022	Precision Garage Doors	Fire Station 1 Repair	1,365.60	Y
17148	1/6/2022	Protect Youth Sports	Background checks for Finance 2021	55.00	Y
17149	1/6/2022	Public Agency Training Council Inc	Hostage Negotiation Training - Las Vegas, NV	1,150.00	Y
17150	1/6/2022	Stryker Sales Corporation	Cot Repair/Labor Charge	249.00	Y
	1/6/2022	Stryker Sales Corporation	Cot Repair/Labor	249.00	Y
17151	1/6/2022	Tallmans Inc	Leoff 1 Medical Prescriptions	149.31	Y
17152	1/6/2022	Tyler Technologies Inc	Tyler Munis Implementation and Training	1,275.00	Y
17153	1/6/2022	Visit Walla Walla	December 2021 TPA (October 2021 Reporting)	35,546.48	Y
17154	1/6/2022	WATECH	December 2021 - VPN service	285.00	Y
17155	1/6/2022	WebCheck Inc	Webcheck services Dec 2021	566.28	Y
17156	1/6/2022	Wenzel Nursery LLC	Trees	203.10	Y
17157	1/6/2022	Western States Equipment Inc	Bolts for loader	208.00	Y
17158	1/6/2022	Walla Walla Alliance for the Homeless	Dec 2021 Sleep Center Mgmt Services	3,940.65	Y
17159	1/6/2022	Walla Walla County	December 2021 MSAG Payroll for Barb McKinney	4,276.92	Y
17160	1/6/2022	Walla Walla County	Primary Election Costs 8/3/21	13,755.69	Y
17161	1/6/2022	Walla Walla-Tamba Sasayama Sister City	December 2021 Garden Center Rentals	400.00	N
17162	1/6/2022	Barry Jaquins	Medicare Reimbursement 01/2022	138.10	Y
17163	1/6/2022	Charles Hawman	Medicare Reimbursement 01/2022	134.10	Y
17164	1/6/2022	Dennis Kralman	Medicare Reimbursement 01/2022	170.10	Y
17165	1/6/2022	Floyd E Bloom	Medicare Reimbursement 01/2022	170.10	Y
17166	1/6/2022	Fred Moore	Medicare Reimbursement 01/2022	159.10	Y
17167	1/6/2022	Greg Van Donge	Medicare Reimbursement 01/2022	162.10	Y
17168	1/6/2022	Jack Pinza	Medicare Reimbursement 01/2022	141.10	Y
17169	1/6/2022	James W Irwin	Medicare Reimbursement 01/2022	170.10	Y
17170	1/6/2022	Leoff Health & Welfare Trust	LEOFF Trust January 2022 PD	93,356.07	Y
	1/6/2022	Leoff Health & Welfare Trust	LEOFF Trust January 2022 Fire Premiums	97,370.64	Y
17171	1/6/2022	Mike Stroe	Medicare Reimbursement 01/2022	170.10	Y
17172	1/6/2022	Paul Lommasson	Medicare Reimbursement 01/2022	164.10	Y
17173	1/6/2022	Randal Wright	Medicare Reimbursement 01/2022	170.10	Y
17174	1/6/2022	Randy Alessio	Medicare Reimbursement 01/2022	158.10	Y
17175	1/6/2022	Robert Wheeler	Medicare Reimbursement 01/2022	156.10	Y
17176	1/6/2022	Ronald Sams	Medicare Reimbursement 01/2022	170.10	Y
17177	1/6/2022	Steven Slawson	Medicare Reimbursement 01/2022	124.10	Y

17178	1/6/2022	Washington Cities Insurance Authority	2022 Property/Liability Coverage	1,397,772.00	Y
17179	1/6/2022	Wallace Fisher	Medicare Reimbursement 01/2022	170.10	Y
17180	1/6/2022	Wesley Carney	Medicare Reimbursement 01/2022	149.10	Y
17181	1/6/2022	Aramark Uniform Services Inc	Cleaning of uniforms	21.83	Y
17182	1/6/2022	Association of Washington Cities	2022 AWC Drug & Alcohol Consortium Membership	3,225.00	Y
17183	1/6/2022	Daniel Seese	Medicare Reimbursement 01/2022	129.10	Y
17184	1/6/2022	Earl Richardson	Medicare Reimbursement 01/2022	170.10	Y
17185	1/6/2022	Fred Mitchell	Medicare Reimbursement 01/2022	170.10	Y
17186	1/6/2022	George Berg	Medicare Reimbursement 01/2022	146.10	Y
17187	1/6/2022	Jerry Brown	Medicare Reimbursement 01/2022	170.10	Y
17188	1/6/2022	Larry Warren	Medicare Reimbursement 01/2022	134.10	Y
17189	1/6/2022	Leonard Adams	Medicare Reimbursement 01/2022	170.10	Y
17190	1/6/2022	Michael Everett	Medicare Reimbursement 01/2022	170.10	Y
17191	1/6/2022	Neil Hinton	Medicare Reimbursement 01/2022	170.10	Y
17192	1/6/2022	Railroad Management Company III LLC	8" Water R/R crossing	313.34	Y
	1/6/2022	Railroad Management Company III LLC	8" Water RR Crossings	626.60	Y
17193	1/6/2022	Ronald Brookshire	Medicare Reimbursement 01/2022	170.10	Y
17194	1/6/2022	Terry Thompson	Medicare Reimbursement 01/2022	187.10	Y
17195	1/6/2022	Wheatland Village LLC	Leoff 1 Medical Stroe 01/2022	4,541.00	Y
17196	1/10/2022	Northwest Association of Community	2022 Membership Fee	100.00	Y
17197	1/11/2022	Basin Disposal of Washington	123121FN BDI Recyling Payment December 2021	49,420.90	Y
17198	1/11/2022	Nelson Construction Corp	Nelson Construction Corp Close 2nd & Rose	13.40	Y
17199	1/11/2022	Washington State Treasurer's Office	2021 Forfeiture per RCW 69.50.505	21,777.85	Y
17200	1/13/2022	ATS Inland NW Automation LLC	Quarterly HVAC Maintenance Agreement	4,475.79	Y
17201	1/13/2022	Kenneth Butherus	Medicare Reimbursement 01/2022	170.10	Y
17202	1/13/2022	Mike Kyle	Medicare Reimbursement 01/2022	170.10	Y
17203	1/13/2022	Robert Wheeler	Leoff 1 Medical Dental Reimbursement 2021	210.00	Y
17204	1/13/2022	Advanced Paging and Communications Inc	Radio/accessories-17585	431.18	Y
	1/13/2022	Advanced Paging and Communications Inc	Radio/accessories-10695	452.40	Y
17205	1/13/2022	Alterations by Irma	Uniform Alterations for Spracklen	52.27	Y
17206	1/13/2022	Aramark Uniform Services Inc	Uniforms for the HHW Tech.	16.68	Y
	1/13/2022	Aramark Uniform Services Inc	Weekly laundry/mats-Fleet Services	86.72	Y
	1/13/2022	Aramark Uniform Services Inc	Weekly laundry/mats-Fleet Services	86.72	Y
17207	1/13/2022	ArchiveSocial Inc	Social media archive subscription service	6,520.93	Y
17208	1/13/2022	Aspect Consulting, LLC	O&M for the Landfill gas and f	5,334.07	Y
17209	1/13/2022	Basin Disposal of Washington	Dispatch recycling for Dec 2021	6.21	Y
17210	1/13/2022	Best Pest Control	January 2022 pest services	136.13	Y
	1/13/2022	Best Pest Control	Pest Control - Carnegie	108.90	Y
	1/13/2022	Best Pest Control	Pest Control - City Hall	108.90	Y
	1/13/2022	Best Pest Control	Pest Control - City Shop and Maintenance Yard	147.02	Y
17211	1/13/2022	Blue Mountain Action Council	Oct 2021 Public Services Contract	6,294.00	Y
17212	1/13/2022	Blumenthal Uniforms & Equipment	Westphal clothing - \$255.25 credit (020070212)	95.02	Y
17213	1/13/2022	Byrnes Oil Company Inc	Landfill diesel (all taxes included)	9,868.74	Y
	1/13/2022	Byrnes Oil Company Inc	Service Center diesel (all taxes included)	15,984.85	Y
	1/13/2022	Byrnes Oil Company Inc	12/31/21 - fuel for investigations division	147.60	Y

17214	1/13/2022	Car Wash Partners, Inc.	2021 December car washes-PW	30.48	Y
	1/13/2022	Car Wash Partners, Inc.	2021 December car washes-Fire	7.62	Y
	1/13/2022	Car Wash Partners, Inc.	2021 December car washes-PD	54.40	Y
17215	1/13/2022	Cascade Natural Gas Inc	Natural Gas - 65 E Moore	1,043.74	Y
	1/13/2022	Cascade Natural Gas Inc	Utility Bill for St. 2	1,421.84	Y
	1/13/2022	Cascade Natural Gas Inc	Dec 2021 WAT Shop Gas Bill	297.34	Y
	1/13/2022	Cascade Natural Gas Inc	Dec 2021 WAT UV bldg Gas Bill	785.16	Y
	1/13/2022	Cascade Natural Gas Inc	Dec 2021 WAT RF Bldg Gas Bill	631.98	Y
	1/13/2022	Cascade Natural Gas Inc	Dec 2021 WAT Admin Bldg Gas bill	597.21	Y
17216	1/13/2022	CenturyLink	City Hall Router/Finance Credit Card Machine	51.69	Y
	1/13/2022	CenturyLink	City Hall Router	59.60	Y
	1/13/2022	CenturyLink	Carnegie Elevator Phone	73.18	Y
	1/13/2022	CenturyLink	55 E Moore Alarm Line	44.77	Y
	1/13/2022	CenturyLink	Building 65B Alarm Line	73.18	Y
	1/13/2022	CenturyLink	January 2022 - fax and phone - 12/22/21-01/22/22	241.45	Y
	1/13/2022	CenturyLink	Station 1 Alarm Line	44.77	Y
	1/13/2022	CenturyLink	Station 1 Fax Line	47.08	Y
	1/13/2022	CenturyLink	Station 1 Router	44.77	Y
	1/13/2022	CenturyLink	Alarm dialer lines	88.46	Y
	1/13/2022	CenturyLink	Dispatch non-emergency phone line service	628.83	Y
	1/13/2022	CenturyLink	Dispatch fax line service	44.77	Y
	1/13/2022	CenturyLink	Phone service to alternate dispatch center	264.33	Y
	1/13/2022	CenturyLink	Fleet fax line	59.74	Y
	1/13/2022	CenturyLink	Dec 2021 WAT phone line	44.77	Y
	1/13/2022	CenturyLink	Service Center Fire Alarm	59.74	Y
	1/13/2022	CenturyLink	City Hall Elevator	56.91	Y
17217	1/13/2022	CenturyLink	Desk Phones	1,367.29	Y
	1/13/2022	CenturyLink	Desk Phones	1,367.29	Y
17218	1/13/2022	City of Walla Walla	City of WW LF#09549 01/04/22	10,446.75	Y
	1/13/2022	City of Walla Walla	City of WW LF#09551 01/04/22	5,003.65	Y
	1/13/2022	City of Walla Walla	City of WW LF #09549 12/31/21	7,839.80	Y
	1/13/2022	City of Walla Walla	City of WW LF #09551 12/31/21	2,839.90	Y
	1/13/2022	City of Walla Walla	City of WW LF #09554 12/31/21	140.40	Y
17219	1/13/2022	Columbia Rural Electric Association Inc	Eureka, Coppei & Skyrocket radio site power servic	500.48	Y
	1/13/2022	Columbia Rural Electric Association Inc	2021 Power for Street Lights	1,592.00	Y
	1/13/2022	Columbia Rural Electric Association Inc	Dec 2021 WAT Well Power Services	9,960.30	Y
17220	1/13/2022	Cummins Northwest LLC	Core credit turbo actuator-03719	(170.16)	Y
	1/13/2022	Cummins Northwest LLC	Turbo actuator-03719	1,608.52	Y
	1/13/2022	Cummins Northwest LLC	Signal Switch	176.31	Y
17221	1/13/2022	DataProse LLC	Utility billing services Dec 2021	7,163.03	Y
17222	1/13/2022	David Mumm	January Monthly Newsletter Insert	1,409.00	Y
17223	1/13/2022	Devries Business Management Inc	Dispatch On-site Records Destruction	10.77	Y
17224	1/13/2022	DKS Associates	LED Lighting Conversion	237.50	Y
17225	1/13/2022	Edwards Mechanical & Welding	Stainless Extensions for EQ12458 Fire Truck	814.34	Y
17226	1/13/2022	ESO Solutions Inc	Fire Software Subscription 2/7/22 - 2/6/23	2,063.66	Y
17227	1/13/2022	Express Services Inc	Temporary employees A Belknap and M sprague	1,832.41	Y
17228	1/13/2022	Extreme Safety Inc	2021 - Alarm Shim Springs	79.93	Y

17229	1/13/2022	Financial Consulting Solutions Group Inc	FCS2020 Utility Financial Planning Update	4,555.35	Y
17230	1/13/2022	Freightliner Northwest	Turn signal switch-17601	152.49	Y
	1/13/2022	Freightliner Northwest	Transmission filter/gasket-17601	81.69	Y
17231	1/13/2022	Glenn C Waldron	2,000 parking ticket forms	715.22	Y
17232	1/13/2022	Global Energy & Water Consulting, LLC	Consultant for Hydro reconnection review	1,155.00	Y
17233	1/13/2022	HP Inc	HP Designjet Z6200 Maintenance Renewal	1,384.12	Y
17234	1/13/2022	Vivid Learning Systems Inc	HSI Contract Payment	14,835.45	Y
17235	1/13/2022	Hughes Fire Equipment Inc	Engine oil cap-12453	132.20	Y
17236	1/13/2022	Indeavor	Workload 2022 service agreement spanning 02/01/202	5,721.17	Y
17237	1/13/2022	Jim's Precision Fab & Machine LLC	Bucket edge-03710	3,519.16	Y
	1/13/2022	Jim's Precision Fab & Machine LLC	Repair hopper floor/packer-05564	4,477.35	Y
	1/13/2022	Jim's Precision Fab & Machine LLC	Leaf spring-12453	366.22	Y
17238	1/13/2022	Jones Truck & Implement	Belt	11.39	Y
	1/13/2022	Jones Truck & Implement	Spray lube	10.13	Y
	1/13/2022	Jones Truck & Implement	Bearings-10640	139.94	Y
	1/13/2022	Jones Truck & Implement	Fittings for coolant hoses-12204	9.38	Y
	1/13/2022	Jones Truck & Implement	Filters-17589	49.34	Y
	1/13/2022	Jones Truck & Implement	Fuel filters	15.03	Y
	1/13/2022	Jones Truck & Implement	Oil/air filters-17589A	86.89	Y
	1/13/2022	Jones Truck & Implement	Hose fitting-10598	4.35	Y
	1/13/2022	Jones Truck & Implement	Wiper blades-04543	21.04	Y
	1/13/2022	Jones Truck & Implement	Wiper blades-01304	28.50	Y
	1/13/2022	Jones Truck & Implement	Oil filter/bolts-17589	23.54	Y
	1/13/2022	Jones Truck & Implement	Heater hose/clamps-10601	8.76	Y
	1/13/2022	Jones Truck & Implement	Coolant-15517	15.24	Y
	1/13/2022	Jones Truck & Implement	Coolant-10601	75.40	Y
	1/13/2022	Jones Truck & Implement	Brass fittings-10601	8.69	Y
	1/13/2022	Jones Truck & Implement	Hose fitting-17589	14.09	Y
	1/13/2022	Jones Truck & Implement	Air hose-05566	48.07	Y
	1/13/2022	Jones Truck & Implement	Oil filter-14435	5.01	Y
	1/13/2022	Jones Truck & Implement	Air brake can-05566	72.59	Y
	1/13/2022	Jones Truck & Implement	Hydraulic hose-05539	111.27	Y
	1/13/2022	Jones Truck & Implement	Headlight bulb-12203	14.65	Y
	1/13/2022	Jones Truck & Implement	Suspension bushings-14435	84.29	Y
	1/13/2022	Jones Truck & Implement	Hydraulic hose connectors-03719	94.24	Y
	1/13/2022	Jones Truck & Implement	Nuts/bolts/drill-07805	102.64	Y
	1/13/2022	Jones Truck & Implement	Hydraulic cylinder-07805	192.91	Y
	1/13/2022	Jones Truck & Implement	Wiper blades-03000	87.75	Y
	1/13/2022	Jones Truck & Implement	Shop air coupler	9.03	Y
17239	1/13/2022	Kellermeyer Bergensons Services, LLC	Janitorial Service	159.79	Y
	1/13/2022	Kellermeyer Bergensons Services, LLC	Janitorial Service	160.78	Y
17240	1/13/2022	Koncrete Industries Inc	Ecology blocks for the Landfill.	1,023.66	Y
17241	1/13/2022	L N Curtis & Sons Inc	7001CI 12-gram command initiate #25 reload	633.21	Y
17242	1/13/2022	Language Line Services Inc	Dispatch interpretation services for Dec 2021	105.45	Y
17243	1/13/2022	Leaf Commercial Capital Inc	Waste/Storm Water Leased Copier Jan 2022	108.86	Y
17244	1/13/2022	Les Schwab Tires	Steer tire-05536	649.82	Y
	1/13/2022	Les Schwab Tires	Tire-15756	138.67	Y
	1/13/2022	Les Schwab Tires	Brake rotors-stock	95.83	Y

	1/13/2022	Les Schwab Tires	Flat repair-10597	43.58	Y
	1/13/2022	Les Schwab Tires	Front tire-18716	954.72	Y
	1/13/2022	Les Schwab Tires	Rear tire-16526	57.70	Y
	1/13/2022	Les Schwab Tires	Tires-10102	314.00	Y
	1/13/2022	Les Schwab Tires	Rear tires-12458	2,550.99	Y
	1/13/2022	Les Schwab Tires	Truck chains-05000	499.31	Y
	1/13/2022	Les Schwab Tires	Tires-10102	272.16	Y
	1/13/2022	Les Schwab Tires	Tire chains/tensioners-05000	326.67	Y
	1/13/2022	Les Schwab Tires	Front end alignment-14439	136.11	Y
	1/13/2022	Les Schwab Tires	Tires/chains-05538	1,031.45	Y
	1/13/2022	Les Schwab Tires	Truck chains-03000	985.49	Y
	1/13/2022	Les Schwab Tires	Flat repair-02572	32.66	Y
	1/13/2022	Les Schwab Tires	Tire/tube-07810	100.36	Y
	1/13/2022	Les Schwab Tires	Front tire-17475	720.04	Y
17245	1/13/2022	Mackay Sposito, Inc	Mill Creek Sportsplex Improvement	10,926.92	Y
	1/13/2022	Mackay Sposito, Inc	Senior Center Parking Lot Design	6,647.65	Y
17246	1/13/2022	NAPA of Walla Walla LLC	Oxygen sensor-18363	62.72	Y
	1/13/2022	NAPA of Walla Walla LLC	Filters-18363	21.16	Y
	1/13/2022	NAPA of Walla Walla LLC	Door handle-05336	15.89	Y
	1/13/2022	NAPA of Walla Walla LLC	Oil filter returned	(7.78)	Y
	1/13/2022	NAPA of Walla Walla LLC	Filters/battery-05536	121.18	Y
	1/13/2022	NAPA of Walla Walla LLC	Door handle-05336	36.51	Y
	1/13/2022	NAPA of Walla Walla LLC	Battery-17715	131.67	Y
	1/13/2022	NAPA of Walla Walla LLC	Oil filter-12453	26.99	Y
	1/13/2022	NAPA of Walla Walla LLC	Door handle returned	(13.88)	Y
	1/13/2022	NAPA of Walla Walla LLC	Wiper blades-09331	21.28	Y
	1/13/2022	NAPA of Walla Walla LLC	Thermostat seal-12204	1.07	Y
	1/13/2022	NAPA of Walla Walla LLC	Thermostat-12204	15.26	Y
	1/13/2022	NAPA of Walla Walla LLC	Light relay-05561	18.26	Y
	1/13/2022	NAPA of Walla Walla LLC	Headlight-04664	13.62	Y
	1/13/2022	NAPA of Walla Walla LLC	Water pump-12204	41.58	Y
	1/13/2022	NAPA of Walla Walla LLC	Radiator flush-12204	5.24	Y
	1/13/2022	NAPA of Walla Walla LLC	Air filter-05564	67.42	Y
	1/13/2022	NAPA of Walla Walla LLC	Floor dry-07812	34.50	Y
	1/13/2022	NAPA of Walla Walla LLC	Battery-07806	119.14	Y
	1/13/2022	NAPA of Walla Walla LLC	Oil switch-14421	35.88	Y
	1/13/2022	NAPA of Walla Walla LLC	Oil pressure switch return	(17.02)	Y
	1/13/2022	NAPA of Walla Walla LLC	Bulb-14440	7.23	Y
	1/13/2022	NAPA of Walla Walla LLC	Oil filter-07406	4.03	Y
	1/13/2022	NAPA of Walla Walla LLC	Filters-15517	45.13	Y
	1/13/2022	NAPA of Walla Walla LLC	Brake clean	109.38	Y
	1/13/2022	NAPA of Walla Walla LLC	Strobe lamp-17590	119.23	Y
	1/13/2022	NAPA of Walla Walla LLC	Relay-17585	5.43	Y
	1/13/2022	NAPA of Walla Walla LLC	Tune up parts-12000	11.78	Y
	1/13/2022	NAPA of Walla Walla LLC	Engine oil-03000	26.11	Y
	1/13/2022	NAPA of Walla Walla LLC	Air/hydraulic filters-05566	92.91	Y
	1/13/2022	NAPA of Walla Walla LLC	Air filter-05566	67.42	Y
17247	1/13/2022	National League of Cities Inc	NLC 2022 Membership Dues	3,508.00	Y
17248	1/13/2022	Norco Inc	Cylinder rent for December.	74.94	Y
17249	1/13/2022	One Call Concepts Inc	Excavation notices	51.90	Y
	1/13/2022	One Call Concepts Inc	Excavation Notifications December	51.89	Y
17250	1/13/2022	AutoZone Store 1687	Brake pads-14435	76.23	Y

17251	1/13/2022	Allen Litzenberger	A Litzenberger Close 720 N 8th	393.37	Y
17252	1/13/2022	Andre Kuschatka	A Kuschatka Close 1428 Garfield	146.55	Y
17253	1/13/2022	Ann Marian Rivas Delgado Trust	A Delgado Trust Close 32 E Walnut	300.99	N
17254	1/13/2022	Benjamin Carpet One Thornhill Revocable Trust	Benjamin Carpet One Close 1611 W Rose	391.44	Y
17255	1/13/2022	Brandon and Kasey McKinney	B McKinney Close 45 Falcon	89.60	Y
17256	1/13/2022	Charles McBride	C McBride Close 1204 Alvarado Terr	129.37	N
17257	1/13/2022	Cody R Smith	C Smith Close 1546 J St	56.58	Y
17258	1/13/2022	Est Dan Needham	Est Dan Needham Close 403 N Bellevue	117.95	Y
17259	1/13/2022	Est of James L Ely	Est of James L Ely Close 172 Union	150.00	Y
17260	1/13/2022	Est of Johnnie Christopherson	Est of Johnnie Christopherson Close 909 Fern	442.66	N
17261	1/13/2022	Est of Mercedes A Ridenhour	Est of Mercedes Ridenhour Close 522 E Rose	196.30	Y
17262	1/13/2022	Harry y & Loree S Go	H Go Close 1843 Woodmere Loop	199.46	N
17263	1/13/2022	Justin Speer	J Speer Close 802 Boulder	237.42	Y
17264	1/13/2022	Kelsey Krebs	K Krebs Close 1307 Bryant	92.88	Y
17265	1/13/2022	Kimberly Amsten Whitney	K Whitney Close 1055 Saint John St	116.82	N
17266	1/13/2022	Lifestyle Eye Center	Lifestyle Eye Center Close 1610 Penny Ln	69.28	Y
17267	1/13/2022	Lisa and Mark Thomson	L Thomson Close 618 Liberty	247.84	Y
17268	1/13/2022	Loren Chestnut	L Chestnut Close 1415 Plaza Way	1,901.17	N
17269	1/13/2022	Lori A Finn	L Finn Close 111 Boyer	131.94	Y
17270	1/13/2022	Lyssa S Gray	L Gray Close 841 Edgewood St	326.33	Y
17271	1/13/2022	Mark R McNeilly	M McNeilly Close 366 S Palouse	161.41	N
17272	1/13/2022	Mary Garner Esary Trust	Mary Garner Esary Trust Close 1745 Isaacs	527.99	Y
17273	1/13/2022	Michael Henderson	M Henderson Close 20 Francis	175.59	Y
17274	1/13/2022	Mike Harvey	Mike Harvey Close 1024 S 2nd	165.75	Y
17275	1/13/2022	Penny SJM Inc.	Penny SJM Inc. Close 1610 Penny Ln	588.78	N
17276	1/13/2022	Phillip McCauley Living Trust	Phillip McCauley Living Trust Close 1630 E Isaacs	519.07	Y
17277	1/13/2022	Raymond W Jacobs	R Jacobs Close 50 Paintbrush Ct	186.07	Y
17278	1/13/2022	Stonecreek Custom Homes	Stonecreek Custom Homes Close 2323 Fern	88.54	Y
17279	1/13/2022	Tyler R Tennyson	T Tennyson Close 1706 Center	83.55	N
17280	1/13/2022	Virgil Reed	V Reed Close 515 E Chestnut	102.66	Y
17281	1/13/2022	Yancey Reser	Y Reser Close 1251 Boyer	155.04	N
17282	1/13/2022	Owen Equipment Inc	Suction hose boom lift cylinder-04674	934.19	Y
17283	1/13/2022	Pacific Power Inc	Pike's Peak radio site power service	112.71	Y
	1/13/2022	Pacific Power Inc	Dial-out modem for CAD service	44.77	Y
	1/13/2022	Pacific Power Inc	Power - Library	1,362.86	Y
	1/13/2022	Pacific Power Inc	Power - Library	1,481.27	Y
	1/13/2022	Pacific Power Inc	Power - Service Center	3,096.00	Y
17284	1/13/2022	PacWest Inc	Pick up head link-17589	170.24	Y
	1/13/2022	PacWest Inc	GB torque motor-17589	1,048.73	Y
17285	1/13/2022	Pape' Material Handling	Socket-15756	514.49	Y
	1/13/2022	Pape' Material Handling	Deflector-15754	408.83	Y
	1/13/2022	Pape' Material Handling	Bushing-15754	18.56	Y
	1/13/2022	Pape' Material Handling	Dump bed lift system-after purchase addition-07908	1,161.67	Y
	1/13/2022	Pape' Material Handling	Exhaust sensor kit-07806	57.31	Y
	1/13/2022	Pape' Material Handling	Grader blades/bolts-03584 (picked up in Pasco)	435.23	Y
	1/13/2022	Pape' Material Handling	Beacon light-02572	79.14	Y
	1/13/2022	Pape' Material Handling	Snow plow cylinder-07810	569.41	Y
	1/13/2022	Pape' Material Handling	Light bulb-02572	38.40	Y

	1/13/2022	Pape' Material Handling	Hydraulic cylinder-07000	569.41	Y
17286	1/13/2022	PBS Engineering and Environmental	1st Ave Plaza Design Services - Progress Pmt	25,795.50	Y
17287	1/13/2022	Pepsi Cola Bottling of Walla Walla Inc	Water station rent for the Landfill.	28.00	Y
17288	1/13/2022	Pioneer City Oil Inc	Diesel exhaust fluid-05000	848.11	Y
17289	1/13/2022	Pioneer Recycling Services	Curbside recycling tip fees for Dec.	3,185.33	Y
17290	1/13/2022	Port of Walla Walla	Monthly share for Federal representation Jan 2022	2,000.00	Y
17291	1/13/2022	Providence Health & Service - Washington	Dot Physical	240.00	Y
17292	1/13/2022	Quality Control Services Inc	2021 on-site service - balance scales - 12/21/2021	490.05	N
17293	1/13/2022	Rack Simply LLC	HPE Server	8,756.65	Y
17294	1/13/2022	RMT Equipment Inc	Fuel solenoid-07700	210.43	Y
	1/13/2022	RMT Equipment Inc	Bushing-07812	23.44	Y
17295	1/13/2022	Ronald Mailloux	Medicare Reimbursement 01/2022	158.10	Y
17296	1/13/2022	Rotary Club of Walla Walla Inc	Quarterly Rotary Dues - Shawa	222.00	Y
17297	1/13/2022	Sargent Engineers Inc	ST1713 2021 Bridge Inspections	8,941.00	Y
17298	1/13/2022	Schwyn Environmental Services LLC	On-call , Environmental, and r	16,973.17	Y
17299	1/13/2022	Snyder-Crecelius Paper Company	Household Supplies	2,326.60	Y
	1/13/2022	Snyder-Crecelius Paper Company	Printer Paper 1-7-22	277.70	Y
17300	1/13/2022	SoftwareOne Inc	Adobe Pro 2020 (one Copy)	385.26	Y
17301	1/13/2022	Solid Waste Systems Inc	Miscellaneous repairs-05565	5,675.16	Y
17302	1/13/2022	Southern Computer Warehouse	Fiber Switch and care package maint.	13,749.95	Y
17303	1/13/2022	State of Washington DES	2022 - LESO program fee - WA State Surplus Program	900.00	Y
17304	1/13/2022	Stewarts Cleaners	dry cleaning service - 08/03/21 to 12/30/21	601.19	Y
17305	1/13/2022	Stryker Sales Corporation	Power Load Cot Res#2021-114	20,139.55	Y
17306	1/13/2022	Tamara L Gooch	Easement Avery Estates	4,997.58	N
17307	1/13/2022	TLO LLC	December 2021 investigative services	81.68	Y
17308	1/13/2022	Tom Anderson	Medicare Reimbursement 01/2022	158.10	Y
17309	1/13/2022	Topcon Solutions Inc	Bluebeam software purchase 21 licenses	9,628.94	Y
17310	1/13/2022	Total Office Concepts Inc	Monthly copier fees-Fleet Services	61.81	Y
	1/13/2022	Total Office Concepts Inc	TOC Monthly Copier Payment	178.67	Y
17311	1/13/2022	True North Emergency Equipment	O ring-05000	92.73	Y
17312	1/13/2022	Union Pacific Railroad Company Inc	Railroad Lease - Golf Course Encroachment	3,376.53	Y
17313	1/13/2022	Vivio Technologies	December 2021 colo- power service	265.16	Y
	1/13/2022	Vivio Technologies	VivioTech Power Usage 12/2021	761.74	Y
17314	1/13/2022	Washington State Criminal Justice Training	Kevin Huxoll - firearm instructor - 10/18-29/21	350.00	Y
17315	1/13/2022	Washington State Department of Agriculture	2022 Pesticide License Renewal T. Rakestraw	50.00	Y
	1/13/2022	Washington State Department of Agriculture	2022 Pesticide License Renewal J. Jones	50.00	Y
17316	1/13/2022	Washington State Patrol	October 2021 - background checks	153.50	Y
	1/13/2022	Washington State Patrol	December 2021 - background checks	140.25	Y
17317	1/13/2022	Washington State Office of Public Defense	Public Defense Grant Refund	25,000.00	Y
17318	1/13/2022	Western Refuse & Recycling Equipment Inc	Misc. packer parts-05564	296.79	Y
17319	1/13/2022	Western States Art Federation	Public art archive	750.00	N
17320	1/13/2022	Western States Equipment Inc	Generator Service-SN#8507253	1,069.30	Y
	1/13/2022	Western States Equipment Inc	Credit for fender parts returned-10695	(1,074.86)	Y
	1/13/2022	Western States Equipment Inc	Credit for fender parts returned-10695	(262.63)	Y

	1/13/2022	Western States Equipment Inc	Leaking hydraulic line repair-10695	78.95	Y
	1/13/2022	Western States Equipment Inc	Fuel solenoid-10640	243.14	Y
	1/13/2022	Western States Equipment Inc	Fuel solenoid-10640	221.89	Y
17321	1/13/2022	Western Systems & Fabrication Inc	Tail gate seal-05564	101.23	Y
17322	1/13/2022	Western Systems	1 Year Siemens 360 Software Support	12,001.45	Y
	1/13/2022	Western Systems	Aluminum Backplate 12"	921.70	Y
17323	1/13/2022	Wilbur-Ellis Inc	Ice Melt	464.69	Y
17324	1/13/2022	Woodpecker Truck & Equipment Inc	Clamp-17589	84.26	Y
17325	1/13/2022	Walla Walla Clinic Inc PS	CDL physical for Phillip Millett.	130.00	Y
17326	1/13/2022	Walla Walla County	December 2021 hwy litter cleanup.	1,250.00	Y
17327	1/13/2022	Walla Walla Motors Inc	Power steering gear box-13288	1,279.58	Y
17328	1/13/2022	Walla Walla Union Bulletin	Monthly advertising Dec 2021	4,306.20	Y
17329	1/13/2022	Z Pest Control LLC	Dec. rodent control for the Landfill.	136.12	Y
17330	1/13/2022	Zumar Industries Inc	Nuts, Bolts, Rivets for Sign Installation	2,694.47	Y
17331	1/13/2022	Wells Fargo Home Mortgage	Easement Avery Estates	8,802.42	N
17332	1/20/2022	AW Rehn & Associates Inc	Cobra Letter - Jacob, Jones, LeMaster	75.00	Y
17333	1/20/2022	Basin Disposal of Washington	Recycling - Aviary	6.21	N
17334	1/20/2022	Best Pest Control	Pest control- Library	108.90	Y
17335	1/20/2022	Blue Mountain Action Council	Sep 2021 Home Repair Program Pmt 1/2	736.60	Y
	1/20/2022	Blue Mountain Action Council	Sep 2021 Home Repair Program Pmt 2/2	48.40	Y
	1/20/2022	Blue Mountain Action Council	Dec 2021 Home Repair Program	128.68	Y
17336	1/20/2022	Byrnes Oil Company Inc	Service Center Unleaded (all taxes included)	15,966.52	Y
	1/20/2022	Byrnes Oil Company Inc	Service Center Diesel (all taxes are included)	19,156.85	Y
	1/20/2022	Byrnes Oil Company Inc	Cemetery diesel-all taxes included	688.33	Y
	1/20/2022	Byrnes Oil Company Inc	01/15/2022 - fuel for investigations division	88.06	Y
17337	1/20/2022	Cascade Natural Gas Inc	Natural Gas - 55 E Moore	649.38	Y
	1/20/2022	Cascade Natural Gas Inc	Natural Gas - 925 Whitman	155.01	Y
	1/20/2022	Cascade Natural Gas Inc	Natural Gas - 505 E Rees	635.23	Y
	1/20/2022	Cascade Natural Gas Inc	Natural Gas - 15 N 3rd	1,214.31	Y
	1/20/2022	Cascade Natural Gas Inc	Natural Gas - 55 E Moore	1,320.80	Y
	1/20/2022	Cascade Natural Gas Inc	Natural Gas - 75 E Moore	1,890.12	Y
	1/20/2022	Cascade Natural Gas Inc	Natural Gas - 65 E Moore	2,934.21	Y
	1/20/2022	Cascade Natural Gas Inc	January 2022 - gas service 12/14/21 to 01/12/22	1,141.50	Y
17338	1/20/2022	CenturyLink	Service Center Router	59.74	Y
	1/20/2022	CenturyLink	Cemetery Router	44.77	Y
	1/20/2022	CenturyLink	Facility Maintenance Heat & Cool Monitor	66.66	Y
	1/20/2022	CenturyLink	City Hall	162.02	Y
	1/20/2022	CenturyLink	Dec 2021 Sleep Center Landline	48.21	Y
17339	1/20/2022	City of Walla Walla	City of WW LF#09551 01/11/22	9,767.23	Y
	1/20/2022	City of Walla Walla	City of WW LF#09554 01/11/22	83.20	Y
	1/20/2022	City of Walla Walla	City of WW LF#09549 01/11/22	20,144.56	Y
17340	1/20/2022	Clean Harbors Environmental	Disposal of hazardous materials.	5,137.95	Y
17341	1/20/2022	Columbia Rural Electric Association Inc	Power - Splashpad	109.47	Y
	1/20/2022	Columbia Rural Electric Association Inc	December Power for the LF.	3,143.76	Y
	1/20/2022	Columbia Rural Electric Association Inc	Power - Splashpad	109.47	Y
17342	1/20/2022	Cues	GraniteNet Yearly Support for TV Truck Camera	3,103.65	Y
17343	1/20/2022	Dayton Chronicle	Library yearly subscription	50.00	N

17344	1/20/2022	DLT Solutions LLC	AutoDesk Renewal GIS	738.52	Y
	1/20/2022	DLT Solutions LLC	AutoCad Renewal: Engineering	6,711.29	Y
17345	1/20/2022	Doug's Septic Service	Portable restrooms - Sleep Center	1,100.00	Y
	1/20/2022	Doug's Septic Service	Portable Toilets	1,865.00	Y
17346	1/20/2022	Express Services Inc	Temporary employees A Belknap and M Sprague	1,731.05	Y
	1/20/2022	Express Services Inc	JNoffsinger temp services 12-2-21	447.60	Y
	1/20/2022	Express Services Inc	JNoffsinger temp services 12-12-21	447.60	Y
	1/20/2022	Express Services Inc	JNoffsinger temp services 12-19-21	447.60	Y
	1/20/2022	Express Services Inc	JNoffsinger temp services 12-26-21	447.60	Y
17347	1/20/2022	Gary Bainter	Medicare Reimbursement 2/1/22-4/30/2022	531.90	N
17348	1/20/2022	Greg Kettner Speaks	May-June training - Work Happy Game Plan	7,000.00	Y
17349	1/20/2022	Hewitt Architects Inc	Heritage Square Design and Construction Management	57,030.75	Y
17350	1/20/2022	HR Performance Solutions	Performance pro Annual Renewal	6,504.75	Y
17351	1/20/2022	Ingram Industries Inc	Adult fiction.nonfiction materials/Marc records	245.26	Y
	1/20/2022	Ingram Industries Inc	Adult nonfic.fic books/marc records	1,005.29	Y
17352	1/20/2022	Irving M Rosenberg	Dec 2021 Indigent Defense Contract	8,662.50	N
17353	1/20/2022	J-U-B Engineers Inc	wwtp2201 WWTP Improvements Phase 1 Design	73,826.01	Y
17354	1/20/2022	Kennewick Industrial and Electrical Supply Inc	Irrigation Supplies	73.51	Y
17355	1/20/2022	Koncrete Industries Inc	Ecology Blocks	2,989.31	Y
	1/20/2022	Koncrete Industries Inc	Credit - Duplicate entry with Parks	(179.69)	Y
17356	1/20/2022	Land Title of WW County Inc	Reconveyance Fee - 1927 Pleasant	300.00	Y
17357	1/20/2022	Midwest Tape LLC	Adult materials/Marc records	321.02	Y
	1/20/2022	Midwest Tape LLC	Adult materials/marc records	98.03	Y
	1/20/2022	Midwest Tape LLC	Adult materials/marc records	266.05	Y
	1/20/2022	Midwest Tape LLC	Adult materials/marc records	36.91	Y
17358	1/20/2022	MurraySmith Inc	WTP2203 Well Master Plan and AWIA R&R	5,388.50	Y
17359	1/20/2022	NW Groundwater Services LLC	wtp2201 ASR Well #6 Study	5,924.50	Y
	1/20/2022	NW Groundwater Services LLC	WTP2301 Well 5 Rehab & ASR Feasibility Study	13,641.00	Y
17360	1/20/2022	Oil Re-Refining Company Inc	Used oil/antifreeze recovery	312.80	Y
17361	1/20/2022	Idaho State Bar	Tim Donaldson 5040 membership renewal	425.00	N
17362	1/20/2022	The State Bar of California	June L. Riley 2022 License Fee	182.40	Y
17363	1/20/2022	Carillo Reynaldo Lopez	C Lopez Close 217 Garden Dr	216.68	N
17364	1/20/2022	Chester Barker	Chester Barker Close 1420 Tull Dr	92.94	N
17365	1/20/2022	Daniel Eslinger	D Eslinger Close 663 Cardinal Dr	150.95	N
17366	1/20/2022	Enrique Pina	Enrique Pine Cr Refund 118 Orchard	672.51	Y
17367	1/20/2022	Est of Beth Lane Sanders	Est of Beth Sanders Close 1020 University	139.32	N
17368	1/20/2022	Estate of Kathleen M Bergevin	Est of Kathleen Bergevin Close 1830 Echo Pl	428.05	Y
17369	1/20/2022	Jason Priblisky	J Priblisky Close 230 Harrison	125.78	Y
17370	1/20/2022	Leslie G Perez Arias	L Arias Close 534 Balm	122.57	N
17371	1/20/2022	Scott Hall	S Hall Close 185 Chapelwood	179.28	N
17372	1/20/2022	Shannon A Ball	S Ball Close 607 Locust St	211.48	N
17373	1/20/2022	Sonoma Homes LLC	Sonoma Homes LLC Close 133 Sonoma	130.19	N
17374	1/20/2022	Thomas W Utt DDS	Thomas W Utt DDS Close 1608 Penny	430.00	Y
17375	1/20/2022	Troy and Rebecca Hein	T Hein Close 1805 Loubeck	362.97	N
17376	1/20/2022	Oregon State Bar	Tim Donaldson 920515 membership renewal	613.00	N
17377	1/20/2022	Pacific Power Inc	Power - Misc Parks	1,869.71	Y

	1/20/2022	Pacific Power Inc	Power for Street Lights	30.47	Y
	1/20/2022	Pacific Power Inc	Power for Street Lights	73.95	Y
	1/20/2022	Pacific Power Inc	Power for Street Lights	3,509.04	Y
	1/20/2022	Pacific Power Inc	Power for Street Lights	306.83	Y
	1/20/2022	Pacific Power Inc	Power for Street Lights	110.08	Y
	1/20/2022	Pacific Power Inc	Power for Street Lights	2,263.86	Y
	1/20/2022	Pacific Power Inc	Power for Street Lights	19.78	Y
	1/20/2022	Pacific Power Inc	Power for Street Lights	524.65	Y
	1/20/2022	Pacific Power Inc	Power - Ruth & McKinley	14.29	Y
	1/20/2022	Pacific Power Inc	Power - 21 S Division	47.95	Y
	1/20/2022	Pacific Power Inc	Power - Cemetery	608.44	Y
	1/20/2022	Pacific Power Inc	Power - 505 E Rees	1,495.09	Y
	1/20/2022	Pacific Power Inc	Power - Misc Parks	391.32	Y
	1/20/2022	Pacific Power Inc	Power - Misc Parks	2,153.30	Y
	1/20/2022	Pacific Power Inc	Power - Misc Facilities	4,020.74	Y
17378	1/20/2022	Pacific Security	Dec 2021 Sleep Center Guard Services	6,658.74	Y
17379	1/20/2022	Paradigm Software LLC	Kiosk paper for the LF.	316.99	Y
17380	1/20/2022	Parametrix, Inc	Solid & Moderate Risk Waste Management Ph 2	15,729.08	Y
17381	1/20/2022	PBS Engineering and Environmental	st2101 Howard & Chestnut Alternatives	10,823.24	Y
	1/20/2022	PBS Engineering and Environmental	ST2003 Avery Street Right of Way	517.65	Y
17382	1/20/2022	Pioneer City Oil Inc	15/40 oil/AW46 hydraulic oil-stock	4,283.01	Y
17383	1/20/2022	Public Libraries of Washington	2022 Organization membership	199.57	Y
17384	1/20/2022	Rivistas LLC	Yearly magazines subscription	2,400.18	Y
17385	1/20/2022	SoftwareOne Inc	Adobe Renewal InDesign/Creative Cloud	2,562.10	Y
17386	1/20/2022	SolarWinds Inc	DameWare&Syslog Renewal "Maintenance"	1,166.32	Y
17387	1/20/2022	Systems Design West LLC	Ambulance Billing Service	6,426.64	N
17388	1/20/2022	The Goodyear Tire and Rubber Company	PD tires-stock	1,776.45	Y
17389	1/20/2022	Totem Pacific Corporation	Road Salt	6,513.07	Y
17390	1/20/2022	Tumbleweed Press Inc	Library database subscription renewal	599.00	N
17391	1/20/2022	Tyler Technologies Inc	2022 SSMA for additional service agreements	6,295.51	Y
	1/20/2022	Tyler Technologies Inc	2022 Fire Mobile Annual Maintenance Contract	6,745.27	Y
	1/20/2022	Tyler Technologies Inc	2022 SSMA - WWPD and partner agencies	149,645.59	Y
	1/20/2022	Tyler Technologies Inc	Dispatch portion of 2022 CAD maintenance	53,126.21	Y
17392	1/20/2022	Union Pacific Railroad Company Inc	Rose St. Yearly RR Lease Agreement	3,090.00	Y
17394	1/20/2022	Washington State Criminal Justice Training	07/07/21 to 11/10/21 - academy - Ahlers & Lemons	6,694.00	Y
17395	1/20/2022	Washington State Department of Labor & Industry	Elevator Operating Certificate	309.20	Y
17396	1/20/2022	Walt's Septic Tank Service LLC	December portable toilet rent.	140.00	Y
17397	1/20/2022	Washington State Bar Association	2022 Licensing Lic#49802 Biel and Lic#29198 Riley	956.00	Y
17398	1/20/2022	William H & Michal S Rieckmann	Eureka remote radio site rent for 2022	2,310.00	Y
17399	1/20/2022	Walla Walla County	General Election Cost 11/2/21	15,622.59	Y
17400	1/20/2022	Zumar Industries Inc	Traffic Signs, posts, anchors and hardware	18,386.19	Y
17401	1/20/2022	Dan Aycock	Medicare Reimbursement 02/2022	170.10	Y
17402	1/20/2022	Mercy Corps	Micro-busnees Assistance Prog Feb-June	16,172.04	Y
	1/20/2022	Mercy Corps	Micro-busnees Assistance Prog July-Sep 2021	11,957.49	Y
17403	1/20/2022	Tim Gehlhausen	Medicare Reimbursement 01/2022	129.10	Y
17404	1/27/2022	Alejandro Villalpando	Muck boots for Alex Villalpando.	120.00	Y

17405	1/27/2022	David Evans and Associates	ST1906 5th Ave Bridge Removal	3,905.22	Y
	1/27/2022	David Evans and Associates	TBD9026 Poplar Street Design & ROW	30,272.26	Y
	1/27/2022	David Evans and Associates	ST180006 Rose Street Bridge CE	9,493.71	Y
17406	1/27/2022	Humana Health Care Plans	Leoff 1 Medical Humana Premiums February 2022	16,206.84	Y
17407	1/27/2022	Tristar Claims Management Services, Inc.	December Claim Payments	15,274.14	Y
	1/27/2022	Tristar Claims Management Services, Inc.	TriStar Quarter 1 Invoice	6,513.75	Y
17408	1/27/2022	Zachary Pacheco	Travel Spokane 02/01/22 thru 06/08/22	222.30	Y
17409	1/27/2022	1-2-3 Printing Inc	1500 #10 Window Envelopes	304.92	N
17410	1/27/2022	Aaron C Grimm	ST1901 Pedestrian Safety Treatment	18,752.99	N
17411	1/27/2022	Advanced Paging and Communications Inc	Radios-2 new rear loader trucks-Sanitation	785.96	N
	1/27/2022	Advanced Paging and Communications Inc	ARPA purchase - 50 portable radios - NASPO	100,773.34	N
	1/27/2022	Advanced Paging and Communications Inc	Antenna-05000/05582	39.20	N
17413	1/27/2022	Anderson Perry & Associates Inc	tbd9023 Alder & Poplar/ Merriam to Colville	41,100.14	N
17414	1/27/2022	Aspect Consulting, LLC	SW2102 Cottonwood Development SW Review	9,752.25	N
	1/27/2022	Aspect Consulting, LLC	O&M for the Landfill gas and f	286.25	N
17415	1/27/2022	Bend Rigging Supply, Inc	Hardware for street plates	344.89	N
17416	1/27/2022	Benton, Franklin & Walla Walla Good Roads	2022 Membership Dues	250.00	N
17417	1/27/2022	Blue Mountain Action Council	Oct 2021 Home Repair Program	9,928.57	Y
	1/27/2022	Blue Mountain Action Council	Emergency Substance Payments - Oct 2021	2,237.50	Y
	1/27/2022	Blue Mountain Action Council	Emergency Assistance Payments - Nov 21 ERAP	16,316.87	Y
	1/27/2022	Blue Mountain Action Council	Emergency Assistance Payments 12.21 ERAP	8,623.55	Y
	1/27/2022	Blue Mountain Action Council	Dec 2021 Public Services Contract	4,850.00	Y
17418	1/27/2022	Borleske Stadium Association Inc	Q4 2021 Lodging Tax Grant Allotme	18,750.00	N
17419	1/27/2022	Broadcast Music Inc	Annual Subscription	391.00	N
17420	1/27/2022	Byrnes Oil Company Inc	Landfill diesel - all taxes included	10,990.64	N
17421	1/27/2022	Carahsoft Technology Corp.	WaterCAD subscription	3,654.68	N
17422	1/27/2022	Cardinal Health 130, LLC	Medications for Ambulances	253.91	N
17423	1/27/2022	Cascade Natural Gas Inc	Dec 2021 Gas service for 1505 Sturm av	17.02	N
	1/27/2022	Cascade Natural Gas Inc	Utility Bill for Station 1	1,886.84	N
	1/27/2022	Cascade Natural Gas Inc	Gas usage for dispatch generator	13.78	N
	1/27/2022	Cascade Natural Gas Inc	Natural Gas - 2120 S 2nd	378.83	N
	1/27/2022	Cascade Natural Gas Inc	Natural Gas - 109 S Palouse	960.10	N
17424	1/27/2022	CenturyLink	Dec 2021 Intake Phone Line	58.54	N
	1/27/2022	CenturyLink	WAT Alarm dialer	53.66	N
	1/27/2022	CenturyLink	Carnegie Elevator Phone	73.84	N
	1/27/2022	CenturyLink	Station 2 Alarm Line	133.91	N
	1/27/2022	CenturyLink	55 E Moore Alarm Line	44.25	N
	1/27/2022	CenturyLink	City Hall Router/Finance Credit Card Machine	51.17	N
	1/27/2022	CenturyLink	City Hall Router	51.17	N
	1/27/2022	CenturyLink	Building 65B Alarm Line	73.84	N
17425	1/27/2022	CenturyLink	Desk Phones	2,674.68	N
17426	1/27/2022	City of Walla Walla	Compost Grass/Yard Tipping	70.46	Y
	1/27/2022	City of Walla Walla	City of WW LF #09554 01/18/22	218.40	Y
	1/27/2022	City of Walla Walla	City of WW LF #11586 01/18/22	94.55	Y

	1/27/2022	City of Walla Walla	City of WW LF #09724 01/18/22	319.40	Y
	1/27/2022	City of Walla Walla	City of WW LF #09551 01/18/22	9,514.26	Y
	1/27/2022	City of Walla Walla	City of WW LF #09549 01/18/22	22,856.69	Y
	1/27/2022	City of Walla Walla	City of WW LF #09724 01/25/22	1,182.97	Y
	1/27/2022	City of Walla Walla	City of WW LF #09549 01/25/22	20,312.19	Y
	1/27/2022	City of Walla Walla	City of WW LF #09551 01/25/22	9,336.71	Y
	1/27/2022	City of Walla Walla	City of WW LF #09554 01/25/22	1.30	Y
	1/27/2022	City of Walla Walla	Drop Box #42 - Cemetery Yard Waste	120.11	Y
	1/27/2022	City of Walla Walla	Compost Grass/Yard Tipping	185.87	Y
	1/27/2022	City of Walla Walla	Compost Grass/Yard Tipping	27.51	Y
	1/27/2022	City of Walla Walla	Compost Grass/Yard Tipping	10.74	Y
	1/27/2022	City of Walla Walla	Drop Box #66	226.10	Y
	1/27/2022	City of Walla Walla	Compost Grass/Yard Tipping	37.58	Y
	1/27/2022	City of Walla Walla	Compost Grass/Yard Tipping	155.67	Y
17427	1/27/2022	DKS Associates	IRRP028 Update Local Road Safety Plan	732.50	N
17428	1/27/2022	Dobbs Heavy Duty Holdings, LLC	(1)2021 rear loader refuse truck-Res#2021-06-05583	315,885.25	N
17429	1/27/2022	Downtown Walla Walla Foundation	Q4 2021 Amended Lodging Tax Grant	30,941.00	N
17430	1/27/2022	Drone Nerds Inc	ARPA - Resolution 2021-165 - Drone Kit & Training	19,087.88	N
17431	1/27/2022	Express Services Inc	Temporary employee A Belknap and M Sprague	2,284.67	N
	1/27/2022	Express Services Inc	Finance chg 11-3-21 JNoffsinger Temp Services	13.02	N
	1/27/2022	Express Services Inc	Temporary employees A Belknap, M Sprague	2,553.69	N
	1/27/2022	Express Services Inc	JNoffsinger Temp Services 1-2-22	358.08	N
	1/27/2022	Express Services Inc	JNoffsinger Temp Services 1-9-22	447.60	N
17432	1/27/2022	Government Finance Officers Association	Membership renewal for Finance	700.00	N
17433	1/27/2022	Graphic Apparel	Apparel - Cemetery	48.89	N
17434	1/27/2022	Hewitt Architects Inc	Heritage Square Design and Construction	38,752.18	N
	1/27/2022	Hewitt Architects Inc	Heritage Square Design and Construction	28,000.00	N
17435	1/27/2022	HW Lochner, Inc	ST1901 Ped Safety Treatments CE	11,139.79	N
17436	1/27/2022	Jeff Warner	Travel Spokane 02/01/22 thru 06/08/22	222.30	N
17437	1/27/2022	Jeffrey Adams	Q3-4 2021 Indigent Interpret - Ponti & Wernetter	1,100.00	N
17438	1/27/2022	Jones Truck & Implement	Battery for equipment.	138.79	N
17439	1/27/2022	Joseph Herbst	Travel Spokane 02/01/22 thru 06/08/22	222.30	N
17440	1/27/2022	Les Schwab Tires	Front tire-18716 short payed by 25.72	25.72	N
	1/27/2022	Les Schwab Tires	Flat Repair 10553	103.47	N
17441	1/27/2022	MBG Cleaning Services	Janitorial service for January.	380.00	N
	1/27/2022	MBG Cleaning Services	January janitorial service for HHW.	205.00	N
	1/27/2022	MBG Cleaning Services	Janitorial Service - Garden Center	390.00	N
17442	1/27/2022	Mid-Columbia Community Forest	Annual Dues	250.00	N
17443	1/27/2022	NW Corrosion Engineering Inc	WTP2104 Five Mile Utilities-Anode Groundbed Reloc	2,240.06	N
17444	1/27/2022	Collection Bureau of Walla Walla	Reimbursement for returned items	15.00	N
17445	1/27/2022	FAM Commercial LLC	Refund SW deposit overage - 747 Bowman St	429.40	N
17446	1/27/2022	Five Star Disaster Services Inc	Refund SW deposit overage - 629 W Main St	305.41	N
17447	1/27/2022	Lynn Tegland	Refund SW deposit overage - 1129 W Moore St	1,716.88	N
17448	1/27/2022	Stonecrest Builders Inc	Refund SW deposit overage - 609 W Alder St	403.64	N
17449	1/27/2022	Mary Marshall	Refund - Urn Interment	375.00	N

17450	1/27/2022	Ailene J Mendiola	A Mendiola Close 2088 Lark	307.38	N
17451	1/27/2022	Butler Living Trust	Butler Living Trust Close 608 Chase	124.63	N
17452	1/27/2022	Cheryl Hansen	C Hansen Close 112 N Wilbur	132.62	N
17453	1/27/2022	Cook Revocable Family Living Trust	Cook Revoc Family Living Trust Close 750 Crestview	108.27	N
17454	1/27/2022	Douglas Majerus	D Majerus Close 2018 Mary Ln	133.14	N
17455	1/27/2022	Est of Donald G Kopf	Est of Donald G Kopf Close 1322 Umatilla	134.23	N
17456	1/27/2022	Est of Herbert F Rempel	Est of Herbert Rempel Close 144 Kenneth	201.92	N
17457	1/27/2022	Exxel Pacific	Customer #127 drop box deposit refund	500.00	N
17458	1/27/2022	Jose R Lopez	J Lopez Close 28 Talon Loop	149.37	N
17459	1/27/2022	Juan Arevalo	J Arevalo Close 446 Sprague	123.97	N
17460	1/27/2022	Kim Martinez	K Martinez Close 2024 Glen Erin Dr	169.15	N
17461	1/27/2022	Sandra L Nelson Living Trust	Sandra L Nelson Living Trust Close 536 Craig	105.04	N
17462	1/27/2022	Original Design	Indoor Soccer Shirts	3,753.78	N
17463	1/27/2022	Pacific Power Inc	Power - 109 S Palouse/6 S 1st	317.06	N
	1/27/2022	Pacific Power Inc	Utility Bill for Station 2	1,138.01	N
	1/27/2022	Pacific Power Inc	Dispatch center power service	1,184.72	N
	1/27/2022	Pacific Power Inc	Wallula radio site power service	120.77	N
	1/27/2022	Pacific Power Inc	Power @ AMI tower	18.39	N
	1/27/2022	Pacific Power Inc	Power @ Port of WW	43.17	N
	1/27/2022	Pacific Power Inc	WAT power for Clinton tank	1,635.52	N
	1/27/2022	Pacific Power Inc	Intake street light	7.79	N
	1/27/2022	Pacific Power Inc	Power - 755 NE Myra Rd Mnmt Light	23.91	N
	1/27/2022	Pacific Power Inc	Power - 1530 Dalles Military	194.91	N
	1/27/2022	Pacific Power Inc	Power - Fort Walla Walla	301.34	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	27.43	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	22.73	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	10,220.11	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	77.96	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	169.93	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	37.27	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	240.07	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	202.73	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	1,496.20	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	407.74	N
	1/27/2022	Pacific Power Inc	Power for Street Lights	115.61	N
	1/27/2022	Pacific Power Inc	Sleep Center Power	937.77	N
	1/27/2022	Pacific Power Inc	Power - Park & Howard Sprinkler	14.29	N
	1/27/2022	Pacific Power Inc	Power - Vehicle Outlets	88.98	N
	1/27/2022	Pacific Power Inc	Power - Service Center	3,517.79	N
17464	1/27/2022	PBS Engineering and Environmental	WA2202 Water Distribution Shop retrofit	392.50	N
	1/27/2022	PBS Engineering and Environmental	TBD9024 Plaza Way TBD	12,595.00	N
	1/27/2022	PBS Engineering and Environmental	IRRP025 Park Street CE Service	1,197.50	N
17465	1/27/2022	PBS Engineering and Environmental	1st Ave Plaza Design Services	30,482.94	N
17466	1/27/2022	Power DMS Inc	PowerDMS 2022 renewal - for WASPC accreditation	6,634.39	N
17467	1/27/2022	Power House Theatre	2021 Lodging Tax Grant Allocat	13,263.32	N
17468	1/27/2022	Precision Garage Doors	Fire Station 1 Repair	321.25	N
	1/27/2022	Precision Garage Doors	Sanitation Door Repair	2,147.50	N
17469	1/27/2022	Richard Westphal	Travel Spokane 02/01/22 thru 06/08/22	222.30	N
17470	1/27/2022	Riley Del Jones	Pickleball Instruction	125.00	N
17471	1/27/2022	SHI International Corporation	Getac Laptops	17,707.24	N

17472	1/27/2022	Smith Brothers Industries, LLC	Fence Installation - Cemetery Fuel Station	3,457.58	N
17473	1/27/2022	Solid Waste Systems Inc	Sanitation truck 05565 repair	16,059.71	N
17474	1/27/2022	Summit Law Group PLLC	st2106 Dalles Military & 9th Ave-Bush Property	83.00	N
17475	1/27/2022	Sunday Dawson LMP	Leoff 1 Medical Bloom, Ed 12/1/21-12/15/21	190.00	N
17476	1/27/2022	Tri-City Herald Inc	Utility billing supervisor ad	502.60	N
17477	1/27/2022	Trilogy Medwaste West LLC	Disposal of Medical Waste	156.16	N
17478	1/27/2022	Tyler Technologies Inc	Message Switch Replacement	4,737.15	N
17479	1/27/2022	US Bank National Association	January 2022 visa payment	148,600.45	N
17480	1/27/2022	Visit Walla Walla	Dec 2021 Monthly Lodging Tax Allot	186,452.00	N
17481	1/27/2022	Washington Association of Building Officials	Building Official Job Posting	50.00	N
17482	1/27/2022	Washington State Department of Ecology	Air general registration fee for 2022.	700.00	N
17483	1/27/2022	Walla Walla County	2022 Q1 Voter Registration	20,491.86	N
	1/27/2022	Walla Walla County	2021 Indirect Election Costs	46,417.50	N
17484	1/27/2022	Walla Walla County	2022 EMF Expense Share	38,678.00	N
17485	1/27/2022	Walla Walla Mobile Glass	Install windshield-05540	70.78	N
17486	1/27/2022	Walla Walla Valley Metropolitan Planning	2022 Membership Dues	3,888.00	N
17487	1/27/2022	Walla Walla Valley Wine Alliance	Dec 2021 Lodging Tax Grant Allotme	43,975.00	N
17488	1/27/2022	Zoho Corporation	ManageEngine ADAudit Plus Professional Edition	1,954.76	N
17489	1/28/2022	Aaron C Grimm	Walla Walla FTC Drill Tower Build	86,888.45	Y
17490	1/31/2022	Allianz Reinsurance America, Inc.	Retrospective premium payment FFIC/AIC policies	222,069.00	N
17492	1/31/2022	Cascade Natural Gas Inc	Natural gas library 238 E Alder	1,377.29	N
17493	1/31/2022	GVP Ventures, Inc	Recruitment Services - Police Chief	7,424.40	N
17494	1/31/2022	Info-Tech Research Group Inc	Unlimited analyst call Research Group	13,272.82	N
17495	1/31/2022	Kellermeyer Bergensons Services, LLC	WAT Janitorial services	225.00	N
	1/31/2022	Kellermeyer Bergensons Services, LLC	January 2022 - janitorial services	2,727.50	N
	1/31/2022	Kellermeyer Bergensons Services, LLC	Dispatch cleaning fee for 1/2022	410.45	N
17496	1/31/2022	MBG Cleaning Services	Janitorial Service - Carnegie	380.00	N
17497	1/31/2022	Midwest Tape LLC	Adult materials/marc records	19.81	N
17498	1/31/2022	Moreno & Nelson Construction	ST180006 Rose Street Bridge Construction	194,892.68	N
17499	1/31/2022	Oregon State Water Resources Department	Hydroelectric Power fees file# HE 523	2,398.08	N
17500	1/31/2022	Pacific Power Inc	Power for Intake and Glen	1,292.50	N
17501	1/31/2022	Snyder-Crecelius Paper Company	copy paper for City Hall	555.39	N
17502	1/31/2022	Washington State Department of Ecology	Water Power License Operational Fee	276.87	N
17503	1/31/2022	Walla Walla County	2% liquor excise tax to county per state RCW	1,135.31	N
Total				5,544,132.90	

Voided Checks for January 2022

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME
317	01/03/2022	VOID	367	Washington Dental Services Inc
319	01/05/2022	VOID	1301	Axiamed
17393	01/20/2022	VOID	106	Vivio Technologies
17412	01/27/2022	VOID	1625	Alllantz Reinsurance America, Inc.
17491	01/31/2022	VOID	182	Amazon Capital Services

Conflict statement

1/1/2022 through 1/31/2022

Check Transfer	Check Transfer Date	Vendor Name	Description	Total Amount
BLUE MOUNTAIN ACTION COUNCIL				
17144	01/06/2022	BLUE MOUNTAIN ACTION COUNCIL	Utility Discount Services Dec 2021	330.00
17211	01/13/2022	BLUE MOUNTAIN ACTION COUNCIL	Oct 2021 Public Services Contract	6,294.00
17335	01/20/2022	BLUE MOUNTAIN ACTION COUNCIL	Sep 2021 Home Repair Program Pmt 1/2	736.60
			Sep 2021 Home Repair Program Pmt 2/2	48.40
			Dec 2021 Home Repair Program	128.68
17417	01/27/2022	BLUE MOUNTAIN ACTION COUNCIL	Oct 2021 Home Repair Program	9,928.57
			Emergency Substance Payments - Oct 2021	2,237.50
			Emergency Assistance Payments - Nov 21	16,316.87
			Emergency Assistance Payments 12.21	8,623.55
			Dec 2021 Public Services Contract	4,850.00
Page 1 of 1				
Total				49,494.17



ar-4564

Pgs. 119-136

City Council - Regular Meeting

Meeting Date: 02/09/2022

Submitted For: City Council, City Council

Add'l Contributors:

Information

ITEM TITLE:

City Tattoo Policy - Mayor Tom Scribner.

Attachments

Tattoo policy request

Timeline of requests

Tattoo letter to Mayor

Tattoo request 6-14-2021

08-26-2021 letter to Council

ACLU Comments

February 2, 2022

Dear Mayor Scribner and Mayor Pro Tempore Moss,

Because previous council consideration of a tattoo policy for certain categories of city employees did not comply with requirements of Washington's Open Public Meetings Act, we request that the matter of a such a policy be addressed by the city council as an active agenda item at its next public meeting on February 9, 2021, and any work session the council may wish to hold concerning that matter.

We ask that the council specifically address:

1. Making public the city attorney's memo or memos concerning the legality of such a policy in the Ninth Circuit.

The legality of Ninth Circuit public employee tattoo policies is a topic which the city council and the city attorney made the subject of public discussion, knowledge, and interest, and was also the topic of at least one memo by the city attorney that was provided to the council in private session and formed the basis of an also private council decision to not pursue such a policy. We have made a public records request for release of that document or those documents because they are pivotal to the discussion regarding adoption of a policy. The city has refused our request by claiming that the document is exempt on the basis of attorney-client privilege and attorney work product. That refusal appears clearly erroneous, since no lawsuit exists or is threatened concerning the actual adoption of such a policy, and the memo or memos have been publicly referred to as the basis of the council's previous invalid decision on this issue. Further, the council, as the holder of any privilege of confidentiality, has the right to make the memo public.

2. Adopting a city tattoo policy for certain categories of city employees.

Citizens need to trust that the provision of essential city services will be safe and fair for everyone. It is also important that there not be a recurrence of the substantial disruptions occasioned by a previous tattoo because the city continues to lack a policy providing clarity to administrators, supervisors, employees and job applicants. A clear policy adopted by the City Council would also further implementation of the values protected by the Washington Law Against Discrimination, RCW Chapter 49.60, and would support the city's stated values of service, integrity, collaboration, equity, leadership, and community. We therefore request that the council direct staff to draft a tattoo policy that supports those values for consideration by the council as an active agenda item at your next regular council meeting.

In the event the council fails to reconsider the adoption of a tattoo policy in open public session with full public discussion, and thereafter to make a public determination as to the adoption of

such a policy with recorded votes, or fails to release the requested memoranda, we are prepared to initiate litigation under Washington's Open Public Meetings Act and Public Records Act as to those issues.

For further information and reference, we are attaching our prior letters to city officials of October 22, 2020, June 14, 2021, and August 26, 2021, together with a letter from the ACLU and a timeline of these events.

Sincerely,

Timothy Kaufman-Osborn

Jack Jackson

Barbara Clark

TATTOO TIMELINE

June 24, 2020 At its regular meeting, the city council decided to host virtual Town Hall meetings for public information and comment regarding police department practice and funding as well as employee tattoos.

July 1, 2020 Whitman College president announced that the college would not continue to hire WWPD officers for security purposes or allow use of their facilities for police department training purposes until the tattoo issue was resolved.

July 8, 2020 Officer publicly announced that he would remove the offensive parts of his tattoo.

July 9, 2020 First virtual Town Hall. Presentations by city manager, city attorney, and police chief.

July 23, 2020 Second virtual Town Hall. Comments and questions by members of the public about police practices and funding and also about city employee tattoo policy.

August 13, 2020 Third virtual Town Hall. Council review and discussion of comments by staff and members of the public at the previous two public meetings.

September 21, 2020 Council virtual work session. The second announced agenda item—on tattoo policy—was presented by the city attorney. His presentation begins at minute 37:15 on the video of the meeting, and he argues that there is a Ninth Circuit exception to established law about regulation of public employee tattoos and that courts would rule against any attempt by the city to adopt and enforce such a policy. Following his presentation, several council members comment that they regret that they cannot adopt a city tattoo policy and will instead rely on the police department's culture and practice.

September 21, 2020 Independently of each other, four city residents with legal and constitutional law backgrounds watched the city attorney's presentation and were surprised by his conclusion. Without consultation, two of them—Barbara Clark, who as a member of the city council and mayor before her retirement in 2019 had worked with the city attorney for over two decades, and Timothy Kaufman-Osborn, who had been the professor in a Whitman College constitutional law course in which young Donaldson was a student—sent friendly emails to Donaldson requesting a citation to whatever Ninth Circuit case(es) he was relying on for his legal opinion. Some weeks later, when the two discovered they had each sent a similar email, they also learned that the city attorney had quickly replied to each, refusing their request and writing that this was his work product and he would not share it.

October 12, 2020 Another of the four residents, Jack Jackson, who currently teaches the Whitman constitutional law course, prepared a letter discussing Supreme Court cases and containing clarifying questions on the issue of public employee tattoos and emailed it to Tim Kaufman-Osborn, Dan Clark, and Barbara Clark. We then met and decided to pursue the matter as a group.

October 22, 2020 As there had been no opportunity at the September 21 work session for members of the public to comment on or ask questions about the city attorney's presentation on this public issue, we sent a letter to the mayor asking him to convey to the city attorney our concerns about his presentation, which we detailed in the letter, and to request that he respond to the questions we raised. Our letter further requested that the answers or a responsive memo by Donaldson be made public. The city attorney declined to respond.

June 14, 2021 We sent a letter to the whole council with a copy of our October 22 letter and a copy of a letter from the ACLU, to request that the matter of a city tattoo policy be on the council's June 23rd active agenda.

June 23, 2021 Our requested item was not included on the agenda, and Timothy K-O and Barbara Clark attended the meeting in person with Jack Jackson attending virtually. During the public comment period at the beginning of the meeting we requested that the council: (1) solicit from the city attorney his responses to the comments in our October 22 letter and make those responses publicly available, (2) ask the city attorney to draft a tattoo policy compliant with current constitutional law for consideration by the council, and (3) place this matter on the active agenda of the next regular council meeting so that it can get the full discussion and public attention it deserves.

After our comments, the mayor announced that the council had considered our June 14 letter in private, had discussed the issue, considered the city attorney's advice and memo or memos prepared by him, had decided that the current city policies work, and that they wouldn't take up the issue further. Following the mayor's comments, we requested a copy of the memo he had mentioned, and he said it was privileged. The mayor's remarks as well as our public comments are on the video of the meeting, beginning at 3:00 minutes.

August 26, 2021 We informed the mayor and council by letter that we had filed a public records request with the city clerk for any memoranda delivered by the city attorney to the council and mayor regarding municipal tattoo policies between June 6, 2020 and June 23, 2021. In response, the clerk denied the request for the memo(s), claiming an exemption for attorney-client privilege and attorney work product. Pursuant to the city code, we appealed that decision to the deputy city manager.

The deputy city manager sent a letter agreeing with the analysis of the city clerk and denying our public records request.

October 22, 2020

Mayor Tom Scribner
15 N. Third
Walla Walla, WA 99362

Re: The First Amendment, tattoos, and employee speech

Dear Mayor Scribner,

We are writing in response to the City Attorney's presentation to the Council and the general public on September 21, 2020 regarding the legal implications of the possible adoption by the Council of a City tattoo policy.

Given the disruption caused by a Nazi tattoo approved under current employment policies, we believe it is of high importance that the Council, the administrative staff, and City employees, as well as the public at large, have a clear understanding of constitutional law in the area of tattoos and free speech, and we are thankful that the City Council invited the City Attorney to make a presentation publicly.

For us as city residents and constituents, the presentation raised a number of questions that we believe need to be addressed. In particular, the presentation created, for us, confusion as to the precise constitutional rule that governs the situation raised in both the past case and in the hypothetical case Councilmember Riley Clubb posed regarding a Swastika tattoo. Given that our inquiry concerns a matter of law, we are hoping that the Council will solicit a legal memo from the City Attorney addressing the questions we present.

I. Speech of Citizenry v. Employee Speech

A. It is not clear why the *NSPA v. Skokie* case cited by the City Attorney was central to his analysis. The First Amendment allows the Ku Klux Klan to hold rallies (see also *Brandenburg v. Ohio*, 1969), but it would be quite a leap to then say that *Brandenburg* requires the City to hire Klan members or permit its employees to walk around with swastikas at work. Critically, neither *Skokie* nor *Brandenburg* involves the regulation of speech in an employer/employee context.

B. As the City Attorney mentioned, a different constitutional standard governs the speech of public employees. The Supreme Court said in the landmark case of *Pickering v. Board of Education* (1968): "It cannot be gainsaid that the State has interests as an employer in regulating speech of its employees that differ significantly from those it possesses in connection with regulation of the speech of the citizenry in general."

C. The Court's doctrine in this area has been elaborated in cases subsequent to *Pickering* such as *Connick v. Myers* (1983), and *Garcetti v. Ceballos* (2006). In the *Garcetti* case, Justice Kennedy articulated a two-step First Amendment inquiry when the Government is the employer and the speaker is the employee:

1) Is the employee speaking on a matter of public concern? "If the answer is no, the employee has no First Amendment cause of action."

2) If the speech is on a matter of public concern, is there an "adequate justification" in restricting the employee's speech? This requires "a delicate balancing of the competing interests surrounding the speech and its consequences."

D. The interest of the State as employer does not appear to be confined to a narrow standard of "efficiency." For example, in *Rankin v. McPherson* (1987), the Supreme Court explained that the "mission of the public employer" was a State interest to be weighed and that "attention must be paid to the responsibilities of the employee within the agency. The burden of caution employees bear...will vary with the extent of authority and public accountability the employee's role entails." In *Rankin*, the Court suggested that a clerk with no contact with the public would have more leeway for controversial speech. In that case the plaintiff "was not a commissioned peace officer, did not wear a uniform, and was not authorized to make arrests or carry a gun." The implication is clear: the State's interests in regulating the employee's speech would have been greater if she was a police officer rather than an employee with duties that "were purely clerical."

II. The Rule/Rulings of the Ninth Circuit

In the September 21 presentation, the City Attorney made several references to the fact that Walla Walla is located in the Ninth Circuit. It is true that the Ninth Circuit provides First Amendment protection to both tattoos and tattoo parlors (see *Anderson v. City of Hermosa Beach*, 2010). But this in no way alters the critical distinction between speech in an employer/employee context and speech by the citizenry in general. It is unclear if the City Attorney was referencing any Ninth Circuit cases involving the State as a public employer and a speech claim by a public employee.

Questions for City Council and the City Attorney:

1) Are the tattoo questions in the current police background check referred to by the City Attorney constitutional? If yes, would it be constitutional to ask the same questions about tattoos and memberships of applicants for other City positions that include direct contact with the public and/or discretionary decision-making?

2) Does the doctrine developed in *Pickering*, *Connick*, *Rankin*, and *Garcetti* govern the free speech situation raised by the past Nazi tattoo and/or the hypothetical case raised by Councilmember Riley Clubb (an applicant for a police officer job with a swastika tattoo)?

3) If these cases govern, are the tattoos:

a) private expression or do they constitute speech by a citizen “addressing a matter of public concern”? Would a tattoo that, according to the employee, represents a personal memorial to a friend rise to the level of speech addressing a matter of public concern?

b) If a swastika tattoo did qualify as speech addressing a matter of public concern, what State interests might be in play? Is there a State interest in maintaining public confidence in the frontline workers who deal directly with the public and make discretionary decisions, including police officers? Is there a State interest in ensuring that such employees are committed to the 14th Amendment’s command that no person shall be denied the Equal Protection of the law? Is there a State interest in ensuring a non-hostile work environment for racial and religious minorities?

c) In a small city the size of Walla Walla where police officers and other frontline city employees are well known in the community during their off-duty hours, would the exposure of such inflammatory tattoos in public places while off duty also have a damaging effect on the public’s confidence in the employee’s fair administration of city services?

4) Under *Rankin*, is it true that more exacting standards may be required for police officers and other frontline employees than for city employees whose duties are “purely clerical”?

5) Are there Ninth Circuit cases ruling on the free speech claims of public employees that offer particular guidance in this area? If so, can the City Attorney direct the City Council and the public of Walla Walla to those Ninth Circuit decisions?

6) Has the City Attorney considered the attached law review article titled *Rejecting the Tattooed Applicant*, which analyzes numerous cases relating to municipal tattoo policies, and finds ample grounds for regulation by cities?

Given the utmost importance of having a clear understanding of the constitutional law in this area, we ask that City Council seek answers to the questions we have posed here. We also ask that these answers be made public.

Thank you for your consideration,

Jack Jackson

Timothy Kaufman-Osborn

Barbara Clark

June 14, 2021

Mayor and City Council
15 N. Third
Walla Walla, WA 99362 (by email)

Re: The First Amendment, tattoos, and employee speech

Dear Mayor and Council:

We are city residents who have a professional interest and expertise in U.S. constitutional law. We are writing in response to the City Attorney's presentation to the Council and the general public on September 21, 2020 regarding the legal implications of the possible adoption by the Council of a tattoo policy.

Given the disruption caused by a Nazi tattoo approved under current employment policies, we believe it is of high importance that the Council, the administrative staff, and City employees, as well as the public at large, have a clear understanding of constitutional law in the area of tattoos and free speech, and we are thankful that the City Council invited the City Attorney to make a presentation publicly.

The presentation raised several questions for us that we believe need to be addressed. In particular, the presentation created confusion as to the precise constitutional rule that governs the situation raised in both the recent controversy and in the hypothetical case Councilmember Riley Clubb posed regarding a swastika tattoo.

On October 22, 2020 we wrote to the Mayor asking him to convey our concerns about the presentation to the City Attorney and to request that he respond to the questions raised (see attached letter). Mayor Scribner has replied that he presented our memo to Mr. Donaldson, who, to the best of our knowledge, has declined to comment.

In the absence of a response, we contacted the American Civil Liberties Union of Washington for their counsel regarding constitutional law relevant to tattoo policies for public employees in jurisdictions governed by the U.S. Court of Appeals for the Ninth Circuit.

As the attached letter indicates, the ACLU-WA agrees 1) that the questions we posed in our October 22, 2020 letter are the relevant ones to raise in this context; 2) that it is possible to frame a policy that will pass Constitutional muster in the Ninth Circuit; and 3) that a tattoo policy needs to be part of a larger package of actions to address biased policing. (To confirm the ACLU-WA's second point here, we visited the websites for multiple municipalities within the Ninth Circuit and, although the specific content varies from city to city, all have policies regulating tattoos.)

In order to ensure clarity regarding constitutional law in this area, we now request that the Council solicit from the City Attorney his responses to the questions in our October 22 letter and make them publicly available. Because it is important that the public have trust in the City and its employees as well as confidence that all City services will be delivered equitably and free from

discrimination based on race, creed, color, national origin, citizenship or immigration status, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability, the Council needs to understand what options are legally available to achieve these ends. We also hope that the Council will eventually consider adoption of a narrowly drawn tattoo policy that is compliant with current constitutional law.

Thank you for your consideration.

Jack Jackson, JD, PhD
Associate Professor of Politics, Whitman College

Timothy Kaufman-Osborn, PhD
Baker Ferguson Professor of Politics and Leadership Emeritus, Whitman College

Barbara Clark, JD
Walla Walla Mayor and City Council Member (retired)

Attachments:

October 22, 2020 Letter to Mayor Scribner
January 25, 2021 Letter from American Civil Liberties Union of Washington

August 26, 2021

Dear Walla Walla City Council Members,

We are writing in response to two actions recently taken by the Walla Walla City Council: (1) the Council's apparent violation of the Washington Open Public Meetings Act (OPMA); and (2) the Council's refusal to release memo(s) prepared by the City Attorney addressing a public policy issue discussed at several open meetings organized by the Council in 2020 and at its June 23, 2021 regular meeting.

Violation of Open Public Meetings Act (RCW 42.30)

At the City Council's regularly-scheduled meeting held on June 23, 2021, the Mayor indicated that the Council had decided (1) that it would not ask the City Attorney to draft for the Council's consideration a tattoo policy that would be compliant with current constitutional law; (2) that it would not make the City Attorney's memo or memos on this issue available to the public; and (3) that it would not move forward with a tattoo policy or put this public policy matter on the active agenda of a regular Council meeting.

At that meeting, these decisions were communicated by the Mayor to the public as follows:

With respect to the comments that we have heard this evening, which are not new to us—we have received emails and letter, and this has been discussed among us, based on council members' discussions among themselves in anticipation, and we were given a heads-up and we appreciate that these public comments were to be forthcoming. As was stated before and as all the members of this council know and I want the public to know is that our city attorney, Tim Donaldson, who is here tonight has, from our perspective as a council, has exhaustively researched this issue. He has authored a memo, memos based on his research and shared with council his opinions regarding the issue.

Based on advice from the city attorney and the policies that are in place, it is currently the position of council that has been by the individual council members communicated to me after talking with and hearing from the city attorney that we are comfortable with the policies that we currently have in place.

For those reasons, based on legal advice from the city attorney, the city council given, I think, due consideration to what he has told us, are comfortable with where we are. So we appreciate the comments that were made, but for those reasons given, we do not intend at this time as a council to move forward with a tattoo policy. (Audio recording, June 23, 2021 Walla Walla City Council meeting, <https://vimeo.com/showcase/6043565>)

We believe that the decision-making process as well as the substantive decisions, as indicated in the Mayor's public remarks on June 23, 2021, violate the spirit as well as the letter of the OPMA and, as such, are null and void (RCW 42.30).

The OPMA opens with a Legislative Declaration that explains its essential purpose:

The legislature finds and declares that all public commissions, boards, Councils, committees, subcommittees, departments, divisions, offices, and all other public agencies of this state and subdivisions thereof exist to aid in the conduct of the people's business. It is the intent of this chapter that their actions be taken openly and that their deliberations be conducted openly. The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created. (RCW 42.30.010)

To accomplish this purpose, the Act provides that “all meetings of the governing body of a public agency shall be open and public and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in this chapter” (RCW 42.30.030).

The OPMA also provides that “[t]he purposes of this chapter are hereby declared remedial and shall be liberally construed” (RCW. 42.30.910). When in doubt, in other words, the language of the statute must be construed in ways that further the Act’s essential purpose, as specified by the state legislature in its Legislative Declaration.

Consistent with this rule of statutory construction, the Act defines a “meeting” as any meeting “at which action is taken.” The term “action” in turn is defined as:

the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions. "Final action" means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (RCW 42.30.020, emphasis added)

Given these definitions, it seems clear that the City Council violated the OPMA when, via private “deliberations” and “discussions,” it decided (1) that it would not ask the City Attorney to draft for the Council’s consideration a tattoo policy that would be compliant with current constitutional law; (2) that it would not make the City Attorney’s memo or memos on this issue available to the public; and (3) that it would not move forward with a tattoo policy or put this public policy matter on the active agenda of a regular Council meeting.

True, the OPMA authorizes the Council to meet in executive sessions that are closed to the public. But the Council may do so only if one or more of the justifications expressly enumerated in the Act apply. For example, the Council can meet in executive session “to consider matters affecting national security,” “to evaluate the qualifications of a candidate for appointment to elective office,” or “to consider the selection of a site or the acquisition of real estate by lease or

purchase when public knowledge regarding such consideration would cause a likelihood of increased price” (RCW 42.30.110). No matter what the justification, the Washington Supreme Court has held: “Because an executive session is an exception to the OPMA’s overall provisions requiring open meetings, a court will narrowly construe the grounds for an executive session in favor of requiring an open meeting.” (*Miller v. City of Tacoma*, 1999)

In the present instance, the only provision in the OPMA that might be cited to justify meeting in executive session is that which authorizes such a session “to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, **when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.**” (RCW 42.30.110, emphasis added)

This justification cannot be invoked in this instance, however, because discussion about potential litigation in response to the adoption of a tattoo policy has already been raised in several of the Council’s public meetings and so become a matter of “public knowledge.” More generally, and in anticipation of potential misuse of this exemption from the requirements of the OPMA, the Attorney General’s *Open Government Resource Manual* states: “This provision is, in practice, often used as a justification for executive sessions, particularly because ‘potential litigation’ is susceptible to a broad reading. Indeed, many things a public agency does will subject it to the possibility of a lawsuit. However, a court will construe ‘potential litigation’ or any other grounds for an executive session narrowly and in favor of requiring open meetings.

(<https://www.atg.wa.gov/open-government-internet-manual>)

Equally if not more important, the *Manual* states the following:

Since the purpose of [the Act’s] executive session provision is only to allow the governing body to discuss litigation or enforcement matters with legal counsel, the governing body is not authorized to take final action regarding such matters in an executive session. Case law suggests that a governing body may do no more than discuss litigation or enforcement matters and may therefore be precluded from decisions in the context of such a discussion in order to advance the litigation or enforcement action. In Feature Realty, Inc. v. City of Spokane (2003), the federal Ninth Circuit Court of Appeals invalidated a “collective positive decision” of a governing body in executive session to approve a settlement agreement. The Feature Realty court relied on the Washington Supreme Court’s holding in Miller v. City of Tacoma (1999) that a governing body can only take an action in executive session “explicitly specified” in an exemption to the OPMA (<https://www.atg.wa.gov/open-government-internet-manual>, emphasis added).

In *Feature*, the Ninth Circuit Court of Appeal clarified the point made in the *Manual* as follows:

The executive session convened to consider the terms of the proposed settlement was a meeting within the meaning of the Act. At the meeting, the City Attorney distributed a confidential memorandum detailing the terms of the proposed settlement, and discussed the proposed settlement with the Council members. The

Council was then asked to approve of the proposed settlement, and it did so unanimously by "going around the table." Thus, "action" was taken within the meaning of the Act. See Wash. Rev. Code § 42.30.020(3) (action is "the transaction of official business of a public agency ... including ... deliberations, discussions, considerations, reviews, evaluations...."). Indeed, final action was taken, since a "collective positive ... decision" was made by the Council. Id.; see also Miller, 138 Wash.2d at 331, 979 P.2d 429 ("Final action' as defined in [the Act] does not require a formal motion: it can simply be an informal proposal resulting in a positive or negative decision, or an actual vote.'). Therefore, under the OPMA, the meeting was required to be open to the public (331 F.3d 1082 (9th Cir. 2003). (emphasis added)

Indeed, according to the Attorney General's *Manual*, even if **no** "final decision" emerged from the City Council's meeting(s), the violation would remain: "It is not necessary for a governing body to take "final action" for there to be a "meeting" that is subject to the requirements of the OPMA; **mere "action," such as a discussion of agency business, is sufficient.**"

(<https://www.atg.wa.gov/open-government-internet-manual/chapter-3>, emphasis added).

So, too, violations of the OPMA can occur in the absence of in-person gatherings. Specifically, discussions and/or decisions accomplished via email exchanges or other electronic means suffice to establish a violation of the OPMA:

Physical presence by the members of a governing body is not necessary for there to be a "meeting." For example, an email exchange among a quorum of a governing body in which "action" takes place is a "meeting" under the OPMA. Wood v. Battle Ground School Dist. (2001). Since an email exchange among a quorum of the members of a governing body is not open to the public, such an exchange in which "action" takes place would violate the OPMA. (<https://www.atg.wa.gov/open-government-internet-manual/chapter-3>)

Because compliance with the OPMA is not optional, the Act provides that decisions made and actions taken in secret meetings are null and void:

(1) No governing body of a public agency shall adopt any ordinance, resolution, rule, regulation, order, or directive, except in a meeting open to the public and then only at a meeting, the date of which is fixed by law or rule, or at a meeting of which notice has been given according to the provisions of this chapter. Any action taken at meetings failing to comply with the provisions of this subsection shall be null and void.

(2) No governing body of a public agency at any meeting required to be open to the public shall vote by secret ballot. Any vote taken in violation of this subsection shall be null and void, and shall be considered an "action" under this chapter (RCW 42.30.060)

Lastly, participants in such illegal meetings are personally subject to substantial fines as specified in the statute:

(1) Each member of the governing body who attends a meeting of such governing body where action is taken in violation of any provision of this chapter applicable to him or her, with knowledge of the fact that the meeting is in violation thereof, shall be subject to personal liability in the form of a civil penalty in the amount of five hundred dollars for the first violation.

(2) Each member of the governing body who attends a meeting of a governing body where action is taken in violation of any provision of this chapter applicable to him or her, with knowledge of the fact that the meeting is in violation thereof, and who was previously assessed a penalty under subsection (1) of this section in a final court judgment, shall be subject to personal liability in the form of a civil penalty in the amount of one thousand dollars for any subsequent violation (RCW 42.56.120).

Request per the Public Records Act (RCW 42.56)

At the City Council meeting on June 23, 2021, we requested that the Council release to the public any memo or memos prepared by the City Attorney regarding the public policy issue of concern. Speaking on behalf of the Council and in response to a question posed by one of us, the Mayor expressly declined that request:

Barbara Clark: I'm wondering if, since the legal opinion was given to the public in public, may the public also please have the memo you have received as council members [inaudible].

Mayor: We know that request has been previously made. We're not saying no categorically no, for limited purposes no now on advice of counsel, that is his work product and is for his use and sharing with his client, and attorneys often prepare internal memos that are for client review and consideration and are not shared with opposing counsel or the other side. So currently that is our position on that issue.

Absent the City Attorney's memo or memos, at this time, the public does not know the reasons for the decisions taken by the City Council and discussed above. Specifically, the public does not know, to quote the Mayor, why the Council has concluded that the policies currently in place "have worked" as well as why it believes they will continue to prove adequate in the future; why its members "do not intend at this time as a council to move forward with a tattoo policy;" and, lastly, the legal basis for its decisions.

For these reasons, we have submitted to the City Clerk a formal request for:

1) Any and all memoranda sent by the City Attorney to the City Council and/or the Mayor regarding municipal tattoo policies between June 6, 2020 and June 23, 2021

2) Any and all other records, whether written, digital, or otherwise, including but not limited to email by or between council members, public officials, employees, or others, regarding the potential adoption of a municipal tattoo policy or policies by the City of Walla Walla, the power of municipalities to adopt such policies, the pros and cons of such an action, and whether to release the memoranda to the public, for the period beginning on June 14, 2021, and continuing to the present.

We submit this request in accordance with the Washington State Public Records Act (RCW 42.56). The introduction to this Act explains its purpose as follows:

The people of this state do not yield their sovereignty to the agencies that serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may maintain control over the instruments that they have created (RCW 42.56.030).

As is true of the Open Public Meetings Act, the Public Records Act (PRA) requires that its provisions “shall be liberally construed and its exemptions narrowly construed to promote this public policy and to assure that the public interest will be fully protected. In the event of conflict between the provisions of this chapter and any other act, the provisions of this chapter shall govern.” (RCW 42.56.030) In other words, as explained in the Attorney General’s *Manual*, the PRA must be interpreted in light of its overriding aim: “to promote the purpose of informing people about governmental decisions and promote government accountability.” In sum, the *Manual* specifies that “records must be produced upon request unless a law ‘exempts or prohibits disclosure of specific information or records.’” (<https://www.atg.wa.gov/open-government-internet-manual/chapter-3>)

We understand that the City Clerk may entertain the possibility of denying our request on the ground that the records we seek are protected by the “deliberative process and drafts” doctrine, i.e., that they are part of a confidential exchange of opinion among city officials prior to arriving at a final decision. The PRA, however, makes clear why this argument will not shield the records in question from public disclosure: “Preliminary drafts, notes, recommendations, and intra-agency memorandums in which opinions are expressed or policies formulated or recommended are exempt under this chapter, **except that a specific record is not exempt when publicly cited by an agency in connection with any agency action.**” (RCW 42.56.280, emphasis added) As noted above, at the City Council meeting conducted on June 23, 2021, the Mayor explicitly cited the memo(s) in question as the basis for the actions taken by the Council behind closed doors (*Overlake Fund v. City of Bellevue* (1991)). Hence these documents are subject to the PRA’s disclosure requirements.

We also understand that the City Clerk may entertain the possibility of denying our request on the grounds, as the Mayor stated at the June 23 meeting, that the memo(s) we seek represent the City Attorney’s “work product.” This argument, as the Attorney General’s *Manual* explains, will not suffice to protect these records from release: “This provision [the work-product doctrine] exempts records related to a controversy involving the agency as a party in a lawsuit where records

would not be available to other parties under the court rules. **A ‘controversy’ covered by this exemption includes threatened, actual, or completed litigation**” (emphasis added). In this instance, however, the possibility of litigation is purely speculative, and that is all the more so since many cities subject to the jurisdiction of the 9th Circuit Court of Appeals have adopted tattoo policies but have not been sued in consequence. Hence, once again, the documents we seek must be released under the terms of the PRA.

Finally, we understand that the City Clerk may entertain the possibility of denying our request on the grounds, as the Mayor stated on June 23, that the City Attorney’s memo(s) are protected by attorney/client privilege. The PRA provides “that Records that are relevant to a controversy to which an agency is a party but which records would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts are exempt from disclosure under this chapter” (RCW 42.56.290). Here, too, there is no ongoing legal controversy to which the City is currently a party. Instead, the City Attorney offered a legal analysis that was designed not to contribute to the resolution of a matter under litigation, but to facilitate the Council’s resolution of a question of public policy. As such, and once again, the records sought cannot be shielded from release on the ground of attorney/client privilege.

Thank you for your attention to this important matter.

Sincerely,

Timothy Kaufman-Osborn

Jack Jackson

Barbara Clark

TO: Walla Walla City Council

DATE: January 25, 2021



P.O. Box 2728
Seattle, WA 98111-2728
(206) 624-2184
aclu-wa.org

Tana Lin
Board President

Michele Storms
Executive Director

I am writing to inform you that the ACLU-WA agrees:

- 1) that the questions posed by three members of the Walla Walla community in their October 22, 2020 letter are the relevant ones to raise in this context;
- 2) that it is possible to frame a policy that will pass constitutional muster in the Ninth Circuit; and
- 3) that a tattoo policy needs to be part of a larger package of actions to address biased policing.

Sincerely,

A handwritten signature in black ink, appearing to read "Michele Storms". The signature is stylized with a large, looping "S" at the end.

Michele Storms
ACLU-WA Executive Director